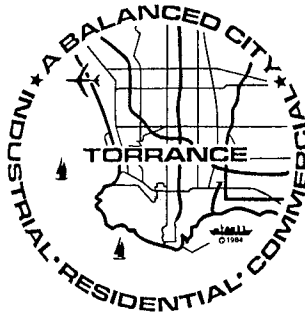


PROPOSAL, SPECIFICATIONS, BOND  
AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
TORRANCE BLVD REHABILITATION, T43/44 – PHASE 2  
SARTORI AVENUE TO WESTERN AVENUE

B2011-09



ELIZABETH OVERSTREET  
City Engineer



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**SECTION A**

**NOTICE INVITING BIDS**



**CITY OF TORRANCE, CALIFORNIA**

**NOTICE INVITING BIDS**

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, February 24, 2011**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

**CONSTRUCTION OF  
TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2  
SARTORI AVENUE TO WESTERN AVENUE  
B2011-09**

Plans, Bid Schedule and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at <http://www.torranceca.gov/22122.htm>

An official and required form of Proposal shall be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California, at no cost if picked up at City Hall, or payment of \$5 if requested by mail. The amount includes tax and is not refundable. A prospective bidder must provide the firm's name, address, telephone and fax numbers, a contact person and a valid email address. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

Full-size 24" x 36" Plans and a bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California upon payment of \$30 if picked up at City Hall, or payment of \$35 if requested by mail. Both amounts include tax. Neither amount is refundable.

If requesting any item(s) by mail, please send check to the following:

**CITY OF TORRANCE  
OFFICE OF THE CITY CLERK  
3031 TORRANCE BLVD  
TORRANCE, CA 90503-2970  
ATTN: B2011-09**

The Engineer's estimate for the Base Bid is between \$575,000 and \$605,000. All work on Torrance Boulevard shall be completed prior to June 30, 2011. All other work shall be completed within ninety (90) working days from the date of the Notice to Proceed (NTP).

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder.

No facsimile bids shall be accepted by the City.

Bidders are advised that, as required by federal law, the State has established a statewide overall Disadvantaged Business Enterprise (DBE) goal. To provide assistance in meeting the statewide goal, the Agency is including a DBE availability Advisory of 9% in this contract. Although bidders need not achieve this DBE Availability

Advisory as a condition of award, they are encouraged to solicit bids from DBE subcontractors and suppliers.

Substitution of securities for withheld funds is permitted per Section 22300 of the Public Contract Code.

The City has determined that a Class A Contractor's license is necessary to bid this project, but reserves the right to accept another Class at the sole discretion of either the Public Works Director or City Engineer.

Pursuant to Section 1770 et seq. of California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California and is available in the Office of the City Clerk of the City of Torrance. Certified payrolls shall be submitted monthly by the contractor hired for this project.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

By order of the City Council of the City of Torrance, California.

For further information, please contact Lauren Sablan, Associate Engineer, in the Public Works Department at 310-618-6259, [lsablan@TorranceCA.gov](mailto:lsablan@TorranceCA.gov) or Beth Overstreet, Engineering Manager, at 310-618-3074 [eoverstreet@torranceca.gov](mailto:eoverstreet@torranceca.gov)

**TORRANCE BLVD REHABILITATION, T43/44 – Phase 2  
SARTORI AVENUE TO WESTERN AVENUE**

**SECTION B**

**INSTRUCTIONS TO BIDDERS**





**CITY OF TORRANCE,  
CALIFORNIA**

**INSTRUCTIONS TO BIDDERS**

**A. QUALIFICATION OF BIDDERS**

**1. Competency of Bidders**

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

**2. Contractor's License**

At the time of submitting the Bid, the Bidder shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

**B. BIDDER RESPONSIBILITY**

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the Public Works Director proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2<sup>nd</sup> lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda to the Contract Documents during the period of advertising for any reason. The Bidder shall acknowledge the receipt of the Addenda in their Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Plans and the Work site, carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work site.

2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work based on field measurements as provided for in these Specifications. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents must be completed, executed and submitted with the Bid by the Bidder.

Required nine (9) Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Addenda Acknowledgment
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) DBE Bidders List
- 8) Violations of Federal or State Law
- 9) Disqualification or Debarment

All prices submitted will be considered as including any and all sales or use taxes.

In the case of discrepancy between unit bid price and total bid, the unit price shall prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

The City encourages that Disadvantaged Business Enterprise (DBE) have the opportunity to participate in public works projects. To assist the City in establishing DBE goals, all proposing prime bidders are required to submit a DBE Bidder's List form for each subcontractor and supplier, whether DBE or not, contacted during preparation of the Bid. The City has established a citywide goal of 9% for DBE for FY-2007-2008. However, this Bid has no set goal, as it is not a Federal-aid project.

E. BID BOND

The Bid must be accompanied by either cash, a certified or cashier's check or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished by the Public Works Department. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which any one (1) of the required nine (9) Bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

In accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

H. EXECUTION OF CONTRACT

After the Contract is awarded, the awardee shall execute the following eight (8) documents:

- 1) Performance Bond (100% of Bid)
- 2) Labor and Material Bond (100% of Bid)
- 3) Contract - Public Works Agreement

- 4) Verification of Insurance Coverage (Certificates and Endorsements)
- 5) Construction or Service Contract Endorsement
- 6) Workers' Compensation Insurance Certificate
- 7) Construction Permit Application Form
- 8) Business License Application Form

I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the contractor or any subcontractor under them.

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. No fee is charged for a Construction-Excavation Permit issued by the City of Torrance for a public works project. The Contractor shall obtain a City of Torrance Business License.

K. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit their question(s) in writing to Lauren Sablan of the Torrance Public Works Department at [Isablan@TorranceCA.gov](mailto:Isablan@TorranceCA.gov). All inquiries must be received no later than 5:00 p.m. on the Monday, prior to the date for opening the bids. Questions received after this date may not be considered.

**TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2  
SARTORI AVENUE TO WESTERN AVENUE**

**SECTION C  
BID DOCUMENTS**



**BIDDER'S PROPOSAL  
B2011-09**

Company: \_\_\_\_\_ Total Bid: \_\_\_\_\_

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
TORRANCE BLVD REHABILITATION, T-43/44 - PHASE 2  
SARTORI AVENUE TO WESTERN AVENUE**

Honorable Mayor and Members  
of the Torrance City Council  
Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule of abbreviated descriptions.

**BID SCHEDULE**

**BASE BID:**

Item No.	Approx. Qty	Unit of Meas.	Item Description	Spec	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	9-3.4	\$	\$
2	1	LS	CONSTRUCTION SURVEYING	2-9.1	\$	\$
3	1	LS	TRAFFIC CONTROL	7-10.1.1	\$	\$
4	2	EA	PROJECT CONSTRUCTION SIGNS	7-15	\$	\$
5	482	CY	UNCLASSIFIED EXCAVATION	300-2	\$	\$
6	197	CY	REMOVE AC PAVEMENT IN RECONSTRUCTION AREAS		\$	\$
7	49490	SF	2" COLD MILL A.C. PAVEMENT PER PLAN	302-5.2	\$	\$
8	1345	TON	ASPHALT CONCRETE (C2-PG-64-10)	302-5.9	\$	\$
9	199	TON	ASPHALT CONCRETE (B-PG-64-10)	302-5.9	\$	\$
10	281	TON	CRUSHED MISCELLANEOUS BASE (CMB)	200-2.4	\$	\$
11	2457	SF	REMOVE A.C. PAVEMENT AND BASE (5% OF COLD MILL)	302-5.2.5	\$	\$

Item No.	Approx. Qty	Unit of Meas.	Item Description	Spec	Unit Price	Total Bid
12	79985	SF	TYPE II SLURRY SEAL	302-4 302-4.5	\$	\$
13	3	EA	REMOVE PULL BOX AND WIRE	307-2.4 307-3.2	\$	\$
14	2	EA	ADJUST MANHOLE TO GRADE	302-5.8	\$	\$
15	2	EA	ADJUST VALVE FRAME AND COVER TO GRADE	302-5.8	\$	\$
16	1	EA	DRIVEWAY APPROACH STD T-105, W=42' 6" PCC on 8" CMB		\$	\$
17	1	EA	CROSS GUTTER STD 122-1, W=25' (SLOPE OF STREET MORE THAN 4%) (AT BOW AVENUE) 8" PCC on 8" CMB		\$	\$
18	684	LF	REMOVE AC BERM	300-1.4	\$	\$
19	172	LF	REMOVE CONCRETE CURB	300-1.4	\$	\$
20	501	LF	REMOVE CONCRETE CURB AND GUTTER	300-1.4	\$	\$
21	65	LF	PCC CURB A1-150(6) ON 8" CMB	303-5.9	\$	\$
22	338	LF	PCC CURB AND GUTTER A2-150(6), W=1', ON 8" CMB	303-5.9	\$	\$
23	369	LF	PCC CURB AND GUTTER A2-200(8), W=2', on 8" CMB	303-5.9	\$	\$
24	1	EA	REMOVE & INSTALL CURB DRAIN, STD 150-2, CASE 1, N=3, A=37 TO GRADE		\$	\$
25	1	EA	REMOVE & INSTALL PARKWAY DRAIN, STD 151-1, TYPE 1, S=48" TO GRADE		\$	\$
26	1281	SF	REMOVE CONCRETE SIDEWALK	300-1.4	\$	\$
27	975	SF	REMOVE AC SIDEWALK	300-1.4	\$	\$
28	2345	SF	PCC SIDEWALK 3.5" THICK PCC ON 4" CMB	303-5.1 303-5.9	\$	\$
29	365	SF	ACCESS RAMPS WITH DETECTABLE WARNINGS 4" PCC ON 4" CMB	303-5.9	\$	\$
<b>MEDIAN LANDSCAPING</b>						
30	1	LS	CLEARING AND GRUBBING	300-1	\$	\$
31	10755	SF	SOIL PREP/TESTING	308	\$	\$
32	1	LS	IRRIGATION	308-5	\$	\$
33	10755	SF	SOD	308-4.11	\$	\$
34	1	LS	60 DAY SOD ESTABLISHMENT & MAINTENANCE	308-8.2	\$	\$



Item No.	Approx. Qty	Unit of Meas.	Item Description	Spec	Unit Price	Total Bid
<b>STRIPING AND PAVEMENT MARKINGS</b>						
35	1	LS	TRAFFIC STRIPING & PAVEMENT MARKINGS	210-1.6 310-5.6	\$	\$
36	4	EA	TRAFFIC DETECTIVE LOOPS	86-8	\$	\$
37	7	EA	ROADSIDE SIGNS	86-8	\$	\$
<b>ADDITIONAL CROSS GUTTER/RAMP IMPROVEMENTS</b>						
38	1	LS	PLAZA DEL AMO/ CABRILLO		\$	\$
39	1	LS	PASEO DE LAS TORTUGAS/CALLE DE ARBOLES		\$	\$
40	1	LS	REYNOLDS/MORESBY		\$	\$
41	1	LS	VIA SEVILLA/VIA COLUSA (NO RAMP)		\$	\$
42	1	LS	REYNOLDS/MILNE		\$	\$
43	1	LS	MILNE/LUPINE		\$	\$
44	1	LS	LENORE		\$	\$
<b>CONTRACT ADMINISTRATION</b>						
45	1	LS	CONSTRUCTION SCHEDULE	6-1.4	\$	\$
46	1	LS	SWPPP	7-8,6.1	\$	\$
47	1	ALLOW	PERMIT AND FEES	7-5	\$ 5,000.00	\$ 5,000.00
48	4	EA	PORTABLE CHANGEABLE MESSAGE SIGNS (MODEL:SOLAR TECH MB2)	7-15	\$	\$

### BASE BID:

TOTAL BID PRICE \$ \_\_\_\_\_  
(Figures)\*

TOTAL BID PRICE: \_\_\_\_\_  
(Words)\*

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said

items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

\_\_\_\_\_  
Contractor

Date: \_\_\_\_\_ By: \_\_\_\_\_

Contractor's State License Address: \_\_\_\_\_

No. \_\_\_\_\_

Class \_\_\_\_\_ Phone: \_\_\_\_\_

## ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2011-09

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, deposes and says:

2. \_\_\_\_\_  
Title

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2, SARTORI AVENUE TO WESTERN AVENUE, B2011-09;

- C-6

**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Notary Public in and for said  
County and State.  
(Seal)

**BID BOND**

**B2011-09**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_

\_\_\_\_\_  
as principal, and \_\_\_\_\_

as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. B2008-01, said work being: the Construction of TORRANCE BLVD REHABILITATION, SARTORI AVENUE TO WESTERN AVENUE, and in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

**WITNESS** our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety/Attorney-in-Fact

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Local Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

## LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

**REFERENCES**

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

1. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
2. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
3. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
4. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_



**REFERENCES**

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

<b>Work Description &amp; Contract Amount</b>	<b>Agency</b>	<b>Date Completed</b>

Contractor's License No.: \_\_\_\_\_ Class: \_\_\_\_\_

a. Date first obtained: \_\_\_\_\_ Expiration \_\_\_\_\_

b. Has License ever been suspended or revoked? \_\_\_\_\_

If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? \_\_\_\_\_

If yes, describe claims: \_\_\_\_\_

Principals in Company (List all – attach additional sheets if necessary):

<b><u>NAME</u></b>	<b><u>TITLE</u></b>	<b><u>LICENSE NO.</u> (If Applicable)</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**DBE**

**DBE BIDDERS LIST  
B2011-09**

All bidders are required to provide the following information for each DBE and non-DBE subcontractor or subconsultant who provided a proposal, bid, quote, or were contacted by the proposed prime bidder. This information is required from the proposed prime bidder and must be submitted with their bid/proposal. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

<b>Firm Name:</b> _____	<b>Phone:</b> _____
<b>Address:</b> _____	<b>Fax:</b> _____
<b>Contact Person:</b> _____	<b>No. of years in business:</b> _____
<b>Is the firm currently certified as a DBE under 49 CFR Part 26: YES: _____ NO: _____</b>	
<b>Type of work/services/materials provided by firm?</b> _____ _____	
<b>What was your firm's Gross Annual receipts for last year?</b>	
<div style="text-align: center;"><b>Less than \$1 Million</b> <b>Less than \$5 Million</b> <b>Less than \$10 Million</b> <b>Less than \$15 Million</b> <b>More than \$15 Million</b></div>	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS**

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: \_\_\_\_\_ Federal/State: \_\_\_\_\_

If "yes," identify and describe, (including agency and status): \_\_\_\_\_

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Have the penalties been paid? Yes/No: \_\_\_\_\_

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: \_\_\_\_\_ Code/Laws: \_\_\_\_\_ Section/Article: \_\_\_\_\_

If "yes," identify and describe, (including agency and status): \_\_\_\_\_

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## **DISQUALIFICATION OR DEBARMENT**

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: \_\_\_\_\_. If yes, provide the following information (if more than once, use separate sheets):

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

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Provide Status and any Supplemental Statement: \_\_\_\_\_

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Has your firm been reinstated by this entity? Yes/No: \_\_\_\_\_

**TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2  
SARTORI AVENUE TO WESTERN AVENUE**

**SECTION D**

**DOCUMENTS TO BE COMPLETED  
AND DELIVERED TO CITY PRIOR  
TO AWARD OF CONTRACT**



## PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ as Principal(s) and \_\_\_\_\_ a corporation, incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, that: WHEREAS,** said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for the Construction of TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2, SARTORI AVENUE TO WESTERN AVENUE, B2011-09 all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**PERFORMANCE BOND (CONTINUED)**

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_



## LABOR AND MATERIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
As \_\_\_\_\_ Principal(s) \_\_\_\_\_ and  
\_\_\_\_\_ a corporation,  
incorporated, organized, and existing under the laws of the State of \_\_\_\_\_,  
and authorized to execute bonds and undertakings and to do a general surety business  
in the State of California, as Surety, are jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

## **LABOR AND MATERIAL BOND (CONTINUED)**

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for the Construction of TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2, SARTORI AVENUE TO WESTERN AVENUE, B2011-09, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

**LABOR AND MATERIAL BOND (CONTINUED)**

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

## **PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and \_\_\_\_\_ ("CONTRACTOR").

### **RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct TORRANCE BLVD REHABILITATION, SARTORI AVENUE TO WESTERN AVENUE;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2, SARTORI AVENUE TO WESTERN AVENUE, Notice Inviting Bids No. B2011-09 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### **AGREEMENT:**

#### **1. SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

#### **2. TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.

#### **3. COMPENSATION**

##### **A. CONTRACTOR's Fee.**

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$\_\_\_\_\_ ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a) cease operations as directed by CITY in the notice;
  - b) take actions necessary, or that CITY may direct, for the protection preservation of the work; and
  - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the

CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all

amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

**7. THE CITY'S REPRESENTATIVE**

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not



limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Combined single limits of \$2,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$3,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

## 20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_

CITY:

City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

**31. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a Municipal Corporation

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_  
(Name)  
Deputy City Attorney

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

**CITY OF TORRANCE  
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT**

To be attached to and made a part of all policies insuring the liability of any person, firm or corporation performing services under contract for the City of Torrance.

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

1. Include the City of Torrance as an additional insured. (To include the elected officials, appointed officials, and employees.)
2. Indemnify and save harmless the City of Torrance against any and all claims resulting from the undertaking specified in the contract known as:

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2  
SARTORI AVENUE TO WESTERN AVENUE**

**B2011-09**

This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense, including claims based on damage to substructures not shown, not located on the plans, or shown incorrectly.

3. Not be cancelled except by notice to the City Attorney of the City of Torrance at least thirty (30) days prior to the date of cancellation.
4. Provide single limit for Bodily Injury Liability and Property Damage Liability combined, \$3,000,000 each Occurrence, and \$5,000,000 Aggregate.
5. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Torrance as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
6. It is further expressly agreed by and between the parties hereto that the following two provisions, (a) and (b), are a part of this contract:
  - (a) That the Contractor specifically agrees to comply with applicable provisions of Section 1777.5 of the Labor Code relating to the employment by contractor or subcontractor under it, of journeyman or apprentices, or workmen, in any apprenticeable craft or trade.



- (b) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy.

\_\_\_\_\_  
Duly Authorized Agent

Attached to and forming part of  
Policy No. \_\_\_\_\_  
of the \_\_\_\_\_

Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

## **WORKERS' COMPENSATION INSURANCE CERTIFICATION**

In compliance with Section 7-4 of the Standard Specifications, the Contractor shall complete and submit the following certification with a Certificate of Insurance before execution of the contract.

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

**TORRANCE BLVD REHABILITATION, T-43/44 – PHASE 2  
SARTORI AVENUE TO WESTERN AVENUE**

**SECTION E**

**SPECIAL PROVISIONS**

**The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (latest edition) and the Standard Specifications of the State of California Department of Transportation (Caltrans), latest edition, as noted herein. These Special Provisions have been arranged into a format that parallels the Standard Specifications for Public Works Construction.**



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## PART 1 - GENERAL PROVISIONS

### SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

#### 1-2 DEFINITIONS. Add or redefine the following:

*AGENCY – THE CITY OF TORRANCE, HEREIN REFERRED TO AS CITY.*

**Board** – The City Council of the City of Torrance, herein referred to as City Council.

**Engineer** –The Public Works Director and/or City Engineer of the City of Torrance, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Claim** -- A separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Agency.

#### 1-3 ABBREVIATIONS.

##### 1-3.2 Common Usage:

Add the following abbreviations:

Approx	Approximate
ARHM	Asphalt rubber hot mix
CA	City Arborist
Exist.	Existing
L.A.C.D.P.W.	Los Angeles County Department of Public Works
Med.	Median
M.L.	Main Line
OH	Overhead
Ped.	Pedestrian
Reconst.	Reconstruct
Temp.	Temporary
Theo.	Theoretical
WM	Wire mesh or water meter

## **SECTION 2 - SCOPE AND CONTROL OF THE WORK**

**2-1 AWARD AND EXECUTION OF CONTRACT.** Replace the entire subsection with the following:

Within ten (10) working days after the date of the CITY'S award of contract, the Contractor shall execute and return all Contract Documents required by the CITY. The CITY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

### **2-3 SUBCONTRACTS**

**2-4 CONTRACT BONDS.** Revise the second sentence of the fourth paragraph to read as follows:

The "Performance Bond" shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance by the Engineer.

### **2-5 PLANS AND SPECIFICATIONS.**

**2-5.1 General.** Add the following sentence to the first paragraph to read as follows:

The Contractor shall maintain a control set of Plans and Specifications on the Work site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the Engineer for approval. Final payment will not be made until this requirement is met.

Add the following subsections:

**2-5.1.1 Plans.** Included as part of the Contract Documents are the following, which show the location, character, dimensions or details of the Work:

#### **1) Project Plans**

The plans and data provided with the Contract Documents are based on existing plans and documents. The plans and data are provided for information only. The Owner does not guarantee their accuracy and correctness. If the Bidder in preparing the Bid Proposal uses this information, the Bidder assumes all risks resulting from conditions differing from the information shown. The Bidder, in consideration for the information being provided, hereby releases the Owner and Consulting Engineer from any responsibility of obligation as to the accuracy of such information or for any additional compensation for work performed due to assumptions based on the use of such information.

2) Standard Plans

- a. City of Torrance Standard Plans, (Reference Appendix II)
- b. Standard Plans for Public Works Construction, latest edition, promulgated by Public Works Standards, Inc., (Reference Appendix III)
- c. Caltrans Standard Plans, latest edition, (Reference Appendix VI)

**2-5.1.2 Specifications.** The Work shall be performed or executed in accordance with these Special Provisions and the following:

- 1) Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 1612 South Clementine Street, Anaheim, CA 92802, Phone: (800) 873-6397.
- 2) Sections 56-2, 84, 85, 86 and 90-10 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition.
- 3) Work within State Right of Way shall be performed or executed in accordance with these Special Provisions and the Caltrans Standard Specifications.

**2-5.2 Precedence of Contract Documents.** Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- 1) Permits issued by other agencies.
- 2) Change Orders (including Plans and Specifications attached thereto).
- 3) Public Works Agreement
- 4) Addenda
- 5) Special and General Provisions
- 6) Plans
- 7) City Standard Plans
- 8) Other Standard Plans
- 9) Standard Specifications for Public Works Construction
- 10) Reference Specifications

With reference to the Plans/Drawings, the order of precedence is as follows:

- 1) Change Order plans govern over Addenda and Contract plans
- 2) Addenda plans govern over Contract plans
- 3) Contract plans govern over standard plans
- 4) Detail plans govern over general plans
- 5) Figures govern over scaled dimensions

Within the Specifications, the order of precedence is as follows:

- 1) Change Orders
- 2) Permits from other agencies/Supplemental Agreements

- 3) Special Provisions
- 4) Instruction to Bidders
- 5) Referenced Standard Plans
- 6) Referenced Standard Specifications

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the CITY's fieldwork, the Contractor shall immediately inform the Engineer. The Engineer shall promptly review the matter, and if the Engineer finds an error or omission has been made the Engineer shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with 3-3. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Engineer.

**2-5.3.4 Supporting Information.** The following additional information items are required:

- 1) Asphalt Rubber Hot Mix design
- 2) Asphalt Concrete Mix Designs
- 3) CMB mix design/Properties

In addition to the above, submittals may be required for any product, manufactured item, or system not specifically listed above.

Section 2 is amended by adding thereto the following new Subsection 2-5.4 Examination of Contract Documents:

**2-5.4 Examination of Documents.** The bidder shall examine carefully the entire site of the work, including but not restricted to the conditions and encumbrances related thereto, the Plans and Specifications, and the proposal and contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed, the quantities of material to be furnished and as to the requirements of the proposal, Plans, Specifications, and the contract.

**2-6 WORK TO BE DONE.** Add the following:

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and contract documents. The general items of work include cold milling, street resurfacing, removal and reconstruction of concrete curb and gutter, sidewalk, cross gutter, driveway, access ramp, asphalt concrete pavement, striping, traffic loop replacement, and other items not mentioned that are required by the Plans and Specifications.

## **2-9 SURVEYING.**

**2-9.1 Permanent Survey Markers.** In the second sentence of the first paragraph, replace "The Engineer, or the owner at its cost," shall be replaced with "The Contractor, as part of this contract,"

Add the following paragraphs:

The contractor shall be responsible for obtaining all available records for intersections from the County of Los Angeles.

At intersections where no centerline survey monuments and related centerline survey monument ties exist prior to construction, the Contractor shall establish said monuments and ties after the completion of construction and in accordance with California State Law.

**2-9.2 Survey Service.** Replace the entire subsection with the following:

All construction surveying necessary to complete the Work shown on the Plans and provided in these Contract Documents shall be accomplished by or under the direction of a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying in the State of California, retained or provided by the Contractor. The CITY reserves the right to direct additional construction survey work be performed at no additional cost when the City determines it is required to adequately construct the Work.

The Contractor shall preserve construction survey stakes and marks for the duration of their usefulness.

The Contractor shall notify the Engineer in writing at least 2 working days prior to the actual survey. The Contractor shall provide the traffic control necessary for construction surveying. Prior to disturbing survey monuments, the Contractor shall notify the Engineer in accordance with Section 2-9.1.

Stakes shall be set and stationed by the Contractor for curbs, curbs and gutters, sidewalks, access ramps, cross gutters, driveways, headers, spandrels, rough grade, and other items as necessary. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet. A copy of each grade sheet shall be furnished to the Engineer. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the Contractor at its expense.

Construction stakes shall consist of the following:

- a. One set of control stakes for manholes.
- b. One set of paving stakes.

The Contractor shall submit to the CITY within 2 days after completion of each respective survey, setting of each stake and a copy of the survey notes and calculations certified by the licensed Land Surveyor for the following:

- a. Level and horizontal control circuit for survey control.

Payment for all costs for construction survey, establishing survey centerline ties and re-establishing centerline monuments and centerline ties, including construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be included in the unit bid price for Construction Surveying.

Contractor shall survey for Typical Survey Points for Additional Cross Gutter/Ramp Improvement Locations as shown in Appendices. This survey information shall be given to the City one month prior to construction at Cross Gutter/Ramp Improvement location. This work shall be included in the unit bid price for Construction Surveying and no additional payment shall be allowed therefore.

**2-10 AUTHORITY OF BOARD AND ENGINEER.** Add the following:

Failure of the Contractor to comply with the requirements of the Contract Documents, or to follow the directions of the Engineer, and/or to immediately remedy such noncompliance or to follow directions, may, upon notice from the Engineer, result in the suspension of the Contract monthly progress payments. Any monthly progress payments so suspended may remain in suspension until the Contractor is in compliance with the Contract Documents and the directions of the Engineer, as determined by the Engineer.

**2-11 INSPECTION.** Replace the entire subsection with the following:

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer a minimum of 48 hours in advance of the required inspection.

The Engineer will make, or have made, such inspections and tests as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the Engineer, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the Engineer may be required to be removed and replaced under the inspection of the Engineer, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the Engineer shall, if so directed by the Engineer, be uncovered to the extent required by the Engineer, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

Add the following subsections:

#### **2-11.1 Special Inspection Fees.**

If the Contractor elects to work under this Contract more than 8 hours/day; more than 40 hours/week; or on a Saturday, Sunday, or CITY holiday not otherwise authorized by the Contract, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

Mondays through Fridays	- \$100.00 per hour
Saturdays, Sundays, Holidays	- \$1,000.00 per day

Fees may be deducted from payments due to the Contractor at the discretion of the Engineer.

If the Contractor works under this contract at times other than within the allowed working hours without permission from or prior arrangement with the Engineer, the Contractor will be charged a lump sum amount of \$500.00 for each occurrence, in addition to the above fees. The amount will be deducted from a Progress Payment.

#### **2-11.4 Material Inspection/Testing and other City Expenses.**

- (a) If a City subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the City subcontractor may charge the City an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.
- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct City crews to perform the work. For each occurrence, the City may charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by City crews for labor, equipment and materials. The standard rates for City crews are available upon request from the Public Works Department.
- (c) For each sign, drum, barricade, warning device, flagger or other type of required traffic control device that is not provided in accordance with the approved Traffic Control Plans, unless otherwise authorized by the Engineer, the Engineer may deduct \$50 per day from a Progress Payment for each missing device. The deduction does not apply to a device that is fraudulently removed by non-construction personnel.
- (d) Temporary lane closures maintained prior to 7:30 A.M. and/or after 3:30 P.M. may have a negative economic effect on the local residential, commercial or industrial community. Unless a temporary lane closure is otherwise authorized, the Engineer may deduct a fee from a Progress Payment for each temporary lane closure maintained prior to 7:30 A.M. or after 3:30 P.M. The fee will be assessed at a rate of \$700 per each travel lane per each thirty (30) minute

interval, or fraction thereof.



## SECTION 3 – CHANGES IN WORK

### 3-3 EXTRA WORK

#### 3-3.1 General. Add the following:

Payment for additional work and all expenditures in excess of the Contract Price must be authorized in writing by the Engineer. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

The Contractor shall be responsible to provide all data and to obtain all approvals required by the Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the Engineer unless all work was done under the direction of and subject to the approval of the Engineer. Disputed work claims shall comply with 3-3 as modified herein.

#### 3-3.2.2 Basis for Establishing Costs. Replace the second paragraph of part (c) with the following:

The Contractor will be paid for the use of equipment at the lower of the actual rental rates paid by the Contractor or the rental rates listed for such equipment in either the "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California 95131; telephone (408) 971-9000 or the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rates" available at the Caltrans web site, [www.dot.ca.gov/hq/eqsc/inforesources.htm](http://www.dot.ca.gov/hq/eqsc/inforesources.htm), which is in effect on the date upon which the work is accomplished, and that hereby is made a part of the Contract, regardless of ownership or any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of such rental rate.

#### 3-3.2.3 Markup. Replace the entire subsection with the following:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

**(a) Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2(a), 3-3.2.2(b), and 3-3.2.2(c).

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

**(b) Work by Subcontractor.** When any part of the extra work is performed by a subcontractor, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

### **3-4 CHANGED CONDITIONS.**

Add the following:

This subsection does not apply to utilities.

## **SECTION 4 – CONTROL OF MATERIALS**

### **4-1 MATERIAL AND WORKMANSHIP.**

#### **4-1.1 General.**

Add the following paragraph after the second paragraph:

If the work, or any portion thereof, shall be damaged in any way, or if any defective materials or faulty workmanship shall be discovered at any time prior to the final payment, the Contractor shall forthwith, at its own cost and expense, repair said damage, or replace such defective materials, or remedy such faulty workmanship in a manner satisfactory to the Engineer.

#### **4-1.2 Protection of Work and Materials.**

Add the following:

The Contractor shall assume all risks and expense of interference and delay in his operations, and the protection from or the repair of damage to improvements being built under the contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to an extension of time in accordance with the provisions of Subsection 6-6. The Contractor shall also assume full responsibility and expense of protecting, or removing and

returning to the site of Work, all equipment or materials under his care endangered by any action of the elements.

Furthermore, the Contractor shall indemnify and hold the City harmless from all claims or suits for damages arising from his operations in dewatering the Work and control of water.

## **SECTION 5 – UTILITIES**

### **5-1 LOCATION.** Add the following:

The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule per Section 6-1.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

The Contractor shall utilize the services of "Underground Service Alert-Southern California" for utility locating in all public right-of-ways by calling 811 at least 48 hours prior to any excavation.

Where water lines exist, at each angle point, cross connection and "T" connection, the Contractor, for bidding purposes, shall assume the existence of a concrete thrust block located such as to resolve thrust loads. Any and all costs resulting from the existence of a thrust block, including costs for its removal and restoration if required, shall be deemed as being included in the prices bid for the various items of work.

Underground lines that are potentially hazardous such as oil company lines, natural gas mains, and electrical conduits will be carefully located by the owner as provided in the Standard Specifications. The Contractor shall take special precautions in determining the precise location and depth of these structures to insure that they will not be damaged by its operations.

Substitute the following for the last paragraph:

Prior to starting construction, the Contractor shall be responsible to determine the location and depth of all utilities which have been marked by the respective owners and which may affect or be affected by its operations. The Contractor also shall determine the location and depth of each service connection, whether or not marked. Full compensation for such work shall be considered as included in the prices bid for other items or work. If a utility which was marked or a service connection is found to interfere with the work after construction has commenced, the Contractor shall be solely responsible for all costs of any delay and for any costs which could have been avoided if the Contractor had located the utility prior to start of construction.

### **5-2 PROTECTION.** Add the following:

If, in the course of construction, the Contractor damages a sewer lateral or water lateral, the Contractor shall be responsible to completely expose said lateral from the main line to the point of connection at private property to verify integrity of all joints to the satisfaction of

the Engineer. This shall not be considered to be extra work and no extra costs shall be allowed therefor.

Sewers, including lateral repairs, shall be constructed of Vitrified Clay Pipe, unless otherwise approved in writing by the Engineer.

Add the following after the final paragraph:

As noted in subsections 5-2.1, 5-2.2 and 5-2.3 utilities are classified and are to be handled in one of three ways by the Contractor in the course of performing the contract.

#### **5-2.1 Noninterfering Utilities**

Utilities that are not abandoned by the owner and do not physically interfere with the permanent work in its final location shall be supported, protected and maintained in place by the Contractor, and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from his/her failure to do so and the Contractor shall indemnify and hold harmless the City from any and all such consequences. Noninterfering utilities may, with the permission of the owner and the Public Works Director, be relocated still farther from the permanent work in its final locations, but the Contractor shall not so consider, in submitting his bid, unless the relocation is shown on the plans.

#### **5-2.2 Abandoned Utilities**

Abandoned utilities are those portions of any utility which are no longer needed or desired by the owner and whose destruction is consented to by the owner and/or is permitted by notation on the plans. Abandoned utilities which physically interfere with the permanent work or with the construction thereof shall be removed by the Contractor and the Contractor shall be solely responsible for any damage, loss or injury, or death resulting from the removal and the Contractor shall indemnify and hold harmless the City from any and all such consequences.

#### **5-2.3 Interfering Utilities**

Any utility shall be deemed an interfering utility (1) which physically occupies any part of the space to be occupied by the permanent work in its final locations, or (2) whose length within the theoretical width of excavation for the permanent work exceeds five times the width of said theoretical excavation whether or not the utility physically interferes with the permanent work. Interfering utilities that are not abandoned by the owner shall be relocated so as not to interfere with the permanent work in its final location. Such relocation will be performed by the owner or the City unless otherwise shown on the plans.

The Contractor shall exercise caution to prevent damage to or movement of the utilities while constructing the permanent work along and adjacent to the utilities.

Should any manhole extend within a trench excavation, the Contractor shall choose one of the following methods of construction and shall assume all responsibilities thereof:

- (1) Support and maintain the manholes in place during the construction of the permanent work in open cut.
- (2) Remove the shaft and maintain the base of the manhole in place until the backfill is placed and compacted; then reconstruct the manhole shaft.

- (3) Use another method of construction which has been submitted to and approved by the Engineer. All costs for the work pertaining to the manholes that might be found to extend partially within the excavation limits or any protective measures required due to the proximity of the manholes and the permanent work at these locations shall be absorbed in the prices bid for the various items of work.

**5-2.4 Protection of Underground Hazardous Utilities.** This Subsection shall apply to projects where there are underground utilities within the Work area which may be potentially hazardous if damaged. A hazardous substance shall be defined as one having the potential for an immediate disaster such as, but not limited to, gasoline, electricity, fuel oil, butane, propane, natural gas, chlorine or other chemicals.

Abandoned or inoperative utilities designed to carry hazardous substances and unidentified or unknown utilities shall be considered hazardous until determined otherwise. Whenever the Contractor is directed by the Engineer to tap these lines, the Contractor shall provide personnel specialized in this work and payment therefore will be considered as extra work per 3-3 of these Special Provisions.

The Contractor shall comply with the following requirements when working around underground hazardous utilities:

- 1) The Contractor shall not trench or excavate within the area where a utility known to carry a hazardous substance exists until its location has been determined by excavation or other proven methods acceptable to the Engineer. The intervals between exploratory excavations or location points shall be sufficient to determine the exact location of the line. Unless otherwise directed by the Engineer, excavation for underground hazardous utilities shall be performed by the Contractor and paid for as specified per 5-1 of these Special Provisions.
- 2) If it is determined that the horizontal or vertical clearance between the utility known to carry hazardous substances and the construction limit is less than 300 mm (12 inches) (450mm (18 inches) if scarifying), the Contractor shall confer with its owner. Unless the owner elects to relocate the line or take it out of service, the Contractor shall not excavate until the line has been completely exposed within the limits of construction.
- 3) Once the physical location of the utility known to carry hazardous substances has been determined, the Contractor, in cooperation with and with the concurrence of the utility owner, shall determine how to protect and/or support the utility from damage before proceeding with the Work.
- 4) During all excavation and trenching operations, the Contractor shall exercise extreme caution and protect the utilities from damage.
- 5) The Contractor shall notify the Engineer, the public agency maintaining records for the jurisdiction in which the Project is located and the owner, if known, whenever previously unidentified or unknown underground utilities are encountered so that the location can be accurately established and made a part of permanent substructure records.

Full compensation for protecting underground hazardous utilities as specified or

noted on the Plans shall be considered as included in the prices bid for the various items of work.

### **5-3 REMOVAL.**

Add the following:

It shall be the Contractor's responsibility irrespective of the notations on the plans to confirm or determine that a utility is to be abandoned before treating the same as an abandoned utility and shall assume all risks in so determining.

### **5-5 DELAYS.**

Substitute the following:

The Contractor is responsible for notifying the City in time to prevent delays attributable to utility relocations or alterations. The Contractor shall not be entitled to damage or additional payment, nor shall it be entitled to standby time for men or equipment if such delay does occur. The Engineer will determine the extent of the delay attributable to such interferences, the affect of the delay on the project as a whole, and any commensurate extension of time.

Any failure of the City and/or utility company to accomplish relocations in a reasonable manner in light of the Contractor's operations (to the extent such operations would otherwise be feasible and in accordance with the contract and as disclosed to the City prior to the Contractor encountering any such utility) shall entitle the Contractor to an extension of contract time to the extent that, in the judgment of the Engineer, the Contractor's completion of the overall contract work has been delayed; however, the Contractor shall be entitled to no other remedy and, in submitting its bid, thereby waives such other remedies, if any, unless the relocation delay is the result of arbitrary, capricious or malicious conduct by the City.

## **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

**6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.** Replace the entire subsection with the following:

**6-1.1 General.** Within ten (10) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with 6-1.2 and 6-1.3 and shall be in sufficient detail to show chronological relationship of all activities of the Work. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

Prior to starting any Work, the Contractor shall attend a Community Meeting to be scheduled by the Engineer. The meeting, to be held in the evening, will address the residents' questions and concerns regarding the Work, what can be expected during

construction and vehicular and pedestrian access that may be temporarily restricted during construction.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the CITY shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The CITY's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the CITY to accept or pay for such work. The Contractor shall provide all required Contract bonds and evidences of insurance prior to commencing work at the site.

**6-1.2 Criteria.** The construction schedule shall conform to the following criteria:

- 1) The schedule shall be prepared using the latest version of Primavera, Microsoft Project or approved equal.
- 2) Work activities shall be based on the items of work per 2-6, and the following:
  - a) Contract Unit Price items shall be subdivided into those portions to be constructed during each stage or phase of construction.
  - b) Lump sum items shall be subdivided into those portions to be constructed during each stage or phase of construction.
- 3) Utility relocations in coordination with the Contractor per 5-4 of these Special Provisions shall be considered as activities.
- 4) Required submittals, working and shop drawings shall be included as activities.
- 5) The procurement of construction materials and equipment with long lead times for deliveries shall be included as activities.
- 6) Work to be performed by subcontractors shall be identified and shown as work activities.
- 7) Start and completion dates of each activity shall be illustrated.
- 8) Completion of all Work under the Contract shall be within the time specified in 6-7 of these Special Provisions and in accordance with the Plans and Specifications.

**6-1.3 Requirements.** In preparing the construction schedule, the following items shall be considered:

Sequence of Construction - The Contractor shall sequence the Work in a manner to expeditiously complete the project with a minimum of inconvenience to the adjacent owners and to conform to the following:

1. The contractor is required to construct the new pavement on Torrance Boulevard in stages. **Construction of all stages shall be completed on or before Thursday, June 30, 2011 or liquidated damages will be assessed to the Contractor (see Section 6-9).** Refer to the Traffic Control Plans for additional requirements and sequencing of construction.
2. Tree and stump removals per 300-1.3.2(d) of these special provisions are to be

performed before concrete removals.

3. Concrete removal – All concrete removed shall be hauled off the work site no later than the calendar day following the day that the removal is performed.
4. PCC construction – Construction of PCC sidewalks, driveways, access ramps, curbs, gutters and cross gutters shall be formed and poured within 5 working days following removal of the existing material at any location.
5. Pavement removal - All pavement removed as a result of trenching shall be hauled off the Work site no later than the same day that the removal is performed.
6. Subsection 307-1.3 regarding the ordering of materials.
7. All Work on weekdays shall be performed only between the hours of 7:00 a.m. and 3:30 p.m. unless otherwise noted on the drawings or approved by the Engineer. All work on weekend days shall be performed only between the hours of 8:30 a.m. and 4:30 p.m.
8. A move-in period of 10 calendar days will be allowed starting on the date in the Notice to Proceed.
9. Irrigation systems - Irrigation systems disrupted by the Contractor shall not be left inoperable for more than three working days.
10. Trash collection. There is no trash collection along Torrance Blvd. However, access shall be maintained for recycle and refuse collection into entrances along Torrance Blvd for City of Torrance vehicles during collection times. See Appendix VII for routes.
11. Stockpile area. Schedule shall indicate date for cleanup of stockpile area.
12. **THERE SHALL BE NO LANE CLOSURES ON TORRANCE BOULEVARD ON SATURDAY, MAY 21, 2011 THROUGH SUNDAY, MAY 22, 2011** due to the 52<sup>nd</sup> Annual Armed Forces Day Parade.

Should the Contractor fail to meet Requirements 1 through 12, the Engineer reserves the right to prohibit the Contractor from making further removals until the clean up, construction, or rehabilitation of sprinklers is in conformance with the aforementioned requirements. Furthermore, if after notice is given to the Contractor to perform work to meet these requirements, and the Contractor refuses or for any reason fails to perform sufficiently to meet these schedules, CITY may perform said work and charge the Contractor for all costs incurred.

**6-1.4 Updates.** The Contractor shall submit 2 paper copies of the updated construction schedule to the Engineer on the first working day of each month.

If the Contractor decides to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

Full compensation for complying with all requirements of Section 6-1.4 Updates shall be per the Contract Unit Price for Construction Schedule. If the Contractor fails to submit an



updated Construction Schedule to the Engineer on the first working day of each month, the CITY will deduct one-fifth the amount of the Contract Unit Price for each work day after the due date, up to maximum of \$300, that each monthly schedule update is not submitted.

## **6-7 TIME OF COMPLETION.**

**6-7.1 General.** Replace the first sentence with the following:

Time shall be of the essence in the Contract. The Contractor shall begin Work after the mailing by the Engineer to the Contractor, first class mail, postage prepaid, a Notice to Proceed and shall diligently prosecute the same to completion within 90 working days from the start date specified in the Notice to Proceed. However, all work on Torrance Boulevard shall be completed by Thursday, June 30, 2011. This hard date deadline does not apply to the cross gutter improvements off-site of Torrance Boulevard. They need only be constructed within the 90 working days from the Notice to Proceed.

**6-8 COMPLETION, ACCEPTANCE AND WARRANTY.** Replace the second paragraph with the following:

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, the Engineer will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The Engineer may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the Engineer's option, the Engineer may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Add the following subsection:

**6-8.1 Manufacturer's Warranties.** Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

The Engineer may, at his option, require a manufacturer's warranty on any product offered for use.

**6-9 LIQUIDATED DAMAGES.** In each of the two paragraphs, substitute "\$1,000 in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

Add the following paragraph:

The Contractor shall complete all construction on Torrance Boulevard between Sartori Avenue and Western Avenue on or before Thursday, June 30, 2011. For each consecutive calendar day following Friday, June 30, 2011, the Contractor shall be charged liquidated damages at a rate of \$1,000 per calendar day. Said liquidated damages will be deducted from monies due it. For any construction work not on Torrance Blvd that goes beyond the 90 working days, the Contractor shall be charged liquidated damages at a rate of \$1,000 per weekday.

## **6-11 SEQUENCE OF CONSTRUCTION**

The suggested sequence of work is listed below. However, the contractor has the option to propose modifications to the sequence which are subject to the Engineer's approval:

1. Remove and replace PCC curb, curb and gutter, driveway, cross gutter, sidewalk and access ramps east of VanNess Ave
2. Construct improvements in the center median/left turn lane and VanNess Avenue
3. Coldmill and pave between Sartori Avenue and VanNess Avenue with the intersection of VanNess Avenue/Torrance Boulevard (Weekend work only)
4. Perform full depth reconstruction east of bridge (Weekend work only)
5. Coldmill/pave roadway segment between VanNess Avenue and Western Avenue (Weekend work only)
6. Slurry Seal (Westbound lanes from Western Avenue to VanNess Avenue is Weekend work only)
7. Landscaping
8. Cross Gutter Improvements (off site of Torrance Blvd)

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

### **7.2 LABOR**

Add the following subsections:

#### **7-2.3 Payrolls and Payroll Records**

Any payroll and payroll records required for this project shall be submitted, for each week in which any contract work is performed, to the Engineer. A retention of \$5,000 per report per pay period will be withheld from a progress payment for a late or missing report. A report shall be deemed as late or missing when not submitted to the Engineer within 10 calendar days from the close of the pay period for which the report applies. In addition, a non-refundable deduction of \$100 per report per day will be deducted from payments due the Contractor for each late or missing report. The \$100 non-refundable deduction per day will be incurred beginning on the first day the report is late or missing.

**7-3 LIABILITY INSURANCE.** Replace the second sentence of the second paragraph with the following:

The Contractor must maintain at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

- 1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- a). Combined single limits of \$2,000,000 per occurrence.
- 2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

Add the following:

The Contractor must include all subcontractors as insured under its policies or must furnish separate certificates and endorsements for each subcontractor.

**7-4 WORKER'S COMPENSATION INSURANCE.** Add the following after the first sentence of the second paragraph:

Worker's Compensation Insurance shall be with limits as required by the State of California and Employer's Liability with limits of \$1,000,000 per accident.

**7-5 PERMITS.** Replace the second paragraph with the following:

The Contractor shall obtain a City of Torrance Business License and a no-fee Construction Excavation Permit before commencing construction. Full compensation for complying with the above requirements shall be considered as included in the prices bid for the appropriate items of work.

**7-5.2 State Encroachment Permit.** A State of California Department of Transportation (Caltrans) Encroachment Permit has been obtained by the CITY and is included in Appendix V. However, the Contractor shall submit to Caltrans, a signed application requesting a separate permit authorizing the Contractor to perform the work within Caltrans right-of-way for the CITY. The Contractor shall pay all charges, fees and bonds for this permit. The application shall be made to the State of California, Department of Transportation, 120 South Spring Street, Los Angeles, CA 90012, telephone (213) 897-3631.

Full compensation for complying with the above requirements shall be considered as included in the lump sum price for "Permit and Fees". However, this is not the amount that will be paid to the Contractor. The amount that shall be paid to the Contractor shall be the actual permit and inspection fees paid to the State with no mark-up or extra costs, except the Contractor shall be solely responsible for any fee charged to re-inspect rejected or incomplete work.

Unless otherwise authorized by the State Encroachment Permit, all work within Caltrans Right-of-Way shall be performed in accordance with the latest State of California Department of Transportation Standard Specifications and said permit.

## **7-6 THE CONTRACTOR'S REPRESENTATIVE**

Add a third paragraph to the section stating the following:

The Contractor's Representative shall be approved by the CITY prior to the start of the Work. If the designated representative is rejected, the Contractor shall immediately designate another representative in writing and submit to the City for consideration. The

CITY shall have the authority to require the Contractor to remove its representative and/or alternate representative at any time and at no cost to the CITY.

## **7-8 PROJECT SITE MAINTENANCE.**

**7-8.1 Cleanup and Dust Control.** The second paragraph is amended to read:

Unless directed otherwise by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean to the City whenever construction, including restoration, is incomplete.

**7-8.5 Temporary Light, Power, and Water.** Add the following:

The Contractor shall obtain a construction water meter from the CITY by calling Torrance Customer Service Operations ("CSO") at (310) 921-6449. A \$1,000 deposit is required and refundable upon return of the meter in good working condition. The Contractor shall pay for the water used, at the CITY's current water rates.

Some water mains in Torrance are owned/operated by California Water Service. For rental of a hydrant meter the contractor shall call California Water Service at (310) 257-1400.

**7-8.6 Water Pollution Control.** Add the following subsections:

**7-8.6.1 Storm Water Pollution Prevention Plan (SWPPP).** Construction activities covered by the General Permit require submittal by the Contractor of a Storm Water Pollution Prevention Plan (SWPPP) prior to the start of any clearing, demolition, grading or excavation. A Storm Water Pollution Prevention Plan (SWPPP) shall be defined as a report that includes site map(s), identification of construction and contractor activities that could pollute storm water, and a description of measures and practices to control the potential pollutants. The preparation and implementation of the SWPPP is intended to ensure that the Contractor will make every reasonable effort to prevent the pollution of water resources during the period of construction. The size and nature of this Contract place it under the regulations of the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge Associated with Construction Activity. In the State of California, these regulations are adopted by the State Water Resources Control Board. These regulations require a SWPPP for any work where clearing, grading, and excavation result in a land disturbance of one or more acres. As a result, the Contractor shall prepare, submit to the CITY for review and approval, and implement a SWPPP for this Contract in compliance with these regulations. Reference Appendix IX.

The handbooks specified in 7-8.6.3 shall be followed and adhered to in preparing the SWPPP. The SWPPP shall be prepared under the supervision of, and signed by, a Civil Engineer registered by the State of California. The SWPPP shall include and incorporate BMPs that address contractor activities, erosion, and sedimentation control. The SWPPP shall also include and incorporate appropriate BMPs for run-off generated by construction activities and other non-storm water sources. During all periods of construction, excavated soils which are stored on-site shall be completely covered with waterproof material and sand (or gravel) bagged or bermed in order that, in the event of a storm, no soil becomes mixed with or transported by storm water run-off.

If, during construction operations, field conditions change in a manner which, in the opinion of the Engineer, significantly deviates from how the SWPPP, as approved by the

CITY, addressed the current construction operation, the Engineer may direct the Contractor to revise the current construction operation and/or the SWPPP. Such directions will be made in writing and will specify the items of work for which the SWPPP is inadequate. No further work on these items will be permitted until the Contractor revises the construction operations to the satisfaction of the Engineer and/or until the Contractor submits a revised SWPPP and receives CITY approval. The Engineer will notify the Contractor of the acceptance or rejection of the revised SWPPP within seven (7) working days from the date of submittal.

The SWPPP shall be submitted to the CITY for review and approval a minimum of ten (10) working days prior to the commencement of construction. The SWPPP shall remain on the construction site while site is under construction, during working hours, commencing with the initial construction activity and ending with Notice of Termination.

Full compensation for preparation of the SWPPP, revisions to the SWPPP, and all other related costs shall be per the Contract Lump Sum price.

**7-8.6.2 Best Management Practices (BMPs).** Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

Los Angeles County  
Department of Public Works  
Cashier's Office  
900 S. Fremont Avenue  
Alhambra, CA 91803  
Telephone (626) 458-6959

The Contractor shall have a minimum of two (2) readily accessible copies of each publication on the Work site at all times.

The Contractor shall implement BMPs in conjunction with the following construction operation and activities:

CONSTRUCTION PRACTICES	Clearing, Grading and Excavating
	Water Conservation Practices
	Dewatering
	Paving Operations
	Structure Construction and Painting
MATERIAL MANAGEMENT	Material Delivery and Storage
	Material Use
	Spill Prevention and Control
WASTE MANAGEMENT	Solid Waste Management
	Hazardous Waste Management
	Contaminated Soil Management
	Concrete Waste Management

	Sanitary/Septic Waste Management
VEHICLE AND EQUIPMENT MANAGEMENT	Vehicle and Equipment Cleaning
	Vehicle and Equipment Fueling
	Vehicle and Equipment Maintenance

The Contractor shall implement the following BMPs in conjunction with the previously listed construction operation activities:

VEGETATIVE STABILIZATION	Scheduling of Planting
	Preservation of Existing Vegetation
	Temporary Seeding and Planting
	Mulching
PHYSICAL STABILIZATION	Geotextiles and Mats
	Soil Stabilizer/Dust Control
	Temporary Stream Crossing
	Stabilized Construction Roadway
	Stabilized Construction Entrance
RUNOFF DIVERSION	Sodding, Grass Plugging, and Vegetative Buffer strips
	Earth Dikes, Drainage Swales, and Lined Ditches
	Top and Toe of Slope Diversion Ditches/Berms
	Slope Drains and Subsurface Drains

VELOCITY REDUCTION	Flared Culvert End Sections
	Outlet Protection/Velocity Dissipation Devices
	Check Dams
	Slope Roughening/Terracing/Rounding
SEDIMENT TRAPPING	Slit Fences
	Straw Bale Barrier
	Sand Bag Barrier
	Brush or Rock Filter
	Storm Drain Inlet Protection
	Sediment Traps
	Sediment Basin

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the

commencement of any contractor activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, the Environmental Protection Agency and private citizens. The CITY may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the appropriate BMPs and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the appropriate BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the price bid for Mobilization.

Add the following subsections:

**7-8.8 Contractor's Storage Yard.** The Contractor shall be responsible for obtaining a storage yard for the duration of the Work. If the proposed location of the yard is located within the boundaries of the CITY, the Contractor shall obtain prior approval from the Engineer.

**7-8.9 Graffiti Removal.** The Contractor shall maintain the Work, all of its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of the Contract. The Contractor shall respond to any request from the Engineer to remove graffiti within 4 hours of notification. Should the Contractor fail to respond to such request, the CITY reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any monies due the Contractor.

## **7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.**

Add the following paragraph:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked or having wet slough material deposited thereon. If new concrete work is marked, the Contractor shall replace it at its expense in accordance with 303-5.7 of these special provisions.

The Contractor shall perform all private lawn, hardscape, and parkway restorations, (not included in the project plans) including restoration of irrigation systems and existing curb drains within five (5) days after the adjacent improvements have been constructed at his own expense. The Contractor shall not delay restorations for tree plantings.

Add the following subsections:

**7-9.1 Replacement of Lawns.** When the Contract requires the removal and replacement of lawns or sod, including parkways, the Contractor shall comply with the following minimum requirements: the area to be replanted shall be regraded and covered with two inches of an approved topsoil; the grass seed or sod shall be for grass or sod of the same type as was removed, or an approved equal, and grass shall be sown at the rate recommended by the seed distributing company; Bandini steer manure or approved equal shall be applied to the planted area at the rate recommended by the vendor. The Contractor shall water and care

for replaced lawns until the grass has attained a complete cover and has been given its first cutting, unless other arrangements are made with the property owners. The lawn restoration, as above described, shall be completed prior to the final payment.

Topsoil shall be in accordance with 212-1.1.

**7-9.2 Replacement of Sprinkler Systems.** Damaged sprinklers shall be replaced so that the area watered by the original system will be adequately watered by the reconstructed system without undue waste of water. Overspray on any area no longer planted should be avoided, and any revised shape or layout of the remaining planted area will be adequately watered. Any additional material or work required to obtain said adequate coverage shall be furnished by the Contractor, at its expense. The Contractor shall be responsible to replace any lawn or plant damaged from lack of irrigation resulting from the Contractor's operations, at its expense, to the satisfaction of the Engineer.

**7-9.3 Parkway Trees.** The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the Engineer. All existing trees and shrubs that are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company to the satisfaction of the Engineer. Tree trimming and replacement shall be accomplished in accordance with the following requirements:

- (a) Trimming. Symmetry of the tree shall be preserved; no stubs, splits torn branches or torn roots left; clean cuts to be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over one and one-half inches in diameter shall be coated with a suitable tree wound paint as approved by the Engineer.
- (b) Replacement. The Contractor shall immediately notify the Engineer if any tree is damaged by its operations. If, in the opinion of the Engineer, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like variety as the tree damaged, subject to the approval of the Engineer. The size of the tree shall be the size of the tree replaced or 3" in diameter, whichever is smaller.

**7-9.4 Street Furniture.** The Contractor shall be responsible for removal, storage and replacement of trash receptacles, bus benches, bus enclosures, newspaper boxes, mail boxes, etc. and coordination with the Owners as required throughout construction. Replacement of the removed items shall be per the direction of the Owner or Engineer.

**7-9.5 Protection of Existing Pavement Surfaces from Tack Coat and Oil.** When work requires the placement of a tack coat pursuant to Subsection 302-5.4, the Contractor shall protect existing pavement surfaces outside of the work limits from the spreading of tack coat and oil adhering to truck tires exiting work area. The protected area shall extend the full width of the street and be by either of the following methods:

- 1) The Contractor shall wet the existing pavement surface to a distance of ten (10) feet away from the work limit. The wetted area shall be maintained as such until placement of asphalt concrete pavement is completed; OR
- 2) The Contractor shall provide a thin spreading of sand or rock dust material to a distance of five (5) feet away from the work limit. The sand or rock dust area shall be



maintained as such until placement of asphalt concrete pavement is completed. The Contractor shall be responsible to remove the sand or rock dust immediately after the placement of asphalt concrete pavement is completed.

**7-9.6 Curb Addresses.** The Contractor shall be responsible to repaint addresses (4-inch high black numbers on white background) on curb faces when printed addresses have been removed due to curb construction.

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

**7-10.1 Traffic and Access.** Replace the fourth paragraph with the following:

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access. When the Contractor begins excavation of a residential driveway, safe access shall be provided within 4 hours and not later than the end of the same workday in which excavation began.

Add the following before the last paragraph:

The Contractor shall provide the necessary measures to prevent public access to private residences during removal and replacement of existing barrier structures, such as wood and chain link fences, during non-working hours.

The Contractor shall be responsible to provide at least 48 hours written notice to each affected property before closing or partially closing any driveway or pedestrian access.

Unless the Contractor makes other arrangements satisfactory to the owners, the Contractor shall provide and maintain safe, adequate vehicular access to places of business and public gathering as stated herein below:

- (a) For each establishment (such as, but not limited to, gas stations, markets, and other "drive-in" business) on the corner of an intersection, which has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street insofar as the access is affected by the Contractor's operations.
- (b) For each establishment (such as, but not limited to, motels, parking lots and garages) which has a one-way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to the entrance driveway and the exit driveway insofar as the access is affected by the Contractor's operations.
- (c) The Contractor shall provide vehicular access to all schools and parking lots including, but not limited to, apartment building parking lots.
- (d) The Contractor shall provide vehicular access to all establishments requiring such access for receiving or delivering materials or supplies.
- (e) The Contractor shall make every reasonable effort to provide maximum access to churches on their Sabbath days. In addition, the Contractor shall not park or store equipment at the site of a church on its Sabbath days.

- (f) At least three (3) days prior to starting work in any location, the Contractor shall distribute written notices to all homeowners and residents that will be impacted by the work. The City will provide the notice.
- (g) The Contractor shall provide a minimum 1-inch thick temporary asphalt surface for an access ramp or sidewalk if it is not able to install the permanent improvement within 5 working days following the removal of the existing material at any location. The offset at any transverse or longitudinal joint shall not be more than one-half (1/2) inch. On the temporary asphalt surface: the running slope shall not exceed 1:20; the cross slope shall not exceed 1:50. The Contractor shall not be allowed any additional compensation for the installation and removal of temporary asphalt.
- (h) The Contractor shall protect the work from traffic.

Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the Work, the Contractor shall obtain prior written approval of the Engineer.

Add the following subsections:

**7-10.1.1 Traffic Control Plan** The approved TCP included in the Contract shall be strictly adhered to, and the Contractor hereby understands and agrees that its failure to provide any facility or device as shown on the TCP, or its deviation from said Plan, unless otherwise approved by the Engineer shall constitute a breach of Contract.

Full compensation for complying with the submittal requirements, furnishing, placing and removing traffic control shall be on a lump sum basis per the Contract Unit Price.

**7-10.1.2 Minimum Requirements for Maintaining Traffic Flow.** The Contractor shall observe the following minimum requirements:

- a) Unless otherwise shown on the Traffic Control Plans, permitted by this Contract or authorized by the Engineer, all roadways, driveways, travel and turning lanes, sidewalks and access ramps shall remain open at all times.
- b) The Contractor shall provide adequate steel plating to cover and protect a newly poured PCC cross gutter with spandrels and integral curb in order to allow traffic flow and not close a street. A minimum lane width of 14 feet shall be provided over the steel plating.
- c) At a minimum, the Contractor shall maintain one (1) ten (10) foot-wide lane open in each direction between the hours of 7:30 a.m. and 3:30 p.m. All travel lanes shall be kept open all other times.
- d) Traffic signs, flaggers, warning devices, safety traffic devices and, on select streets, electronic arrow boards for diverting and directing traffic shall be furnished, installed and maintained by the Contractor throughout the project.
- e) The Contractor must provide access through the work zone in non-working hours by means of temporary ramps. Open trenches and excavated areas for cross-gutters shall either be covered by steel plates, or ramped with crushed miscellaneous base. No drop-off at either transverse or longitudinal

joints shall be allowed at any time. Temporary ramps, including those for driveway access, shall be constructed with either crushed miscellaneous base or temporary asphalt, as appropriate, with a minimum of 1" to 12" slope in both longitudinal and transverse directions.

All costs for the above requirements shall be included in the Contract Unit Price for Traffic Control.

**7-10.1.3 Temporary Pavement Markings.** If permanent pavement markings cannot be restored by the end of the work shift in which they were obliterated, temporary markings shall be provided by the Contractor prior to leaving the Work site on all streets except any street closed to through traffic. These temporary markings shall be as follows:

Temporary lanelines and/or centerlines shall consist of day/night reflectorized raised pavement markers, approved by the Engineer, spaced approximately twenty-four (24) feet apart. A list of approved day/night reflectorized raised pavement markers may be obtained from the CITY.

Where approved by the Engineer, the Contractor may use reflectorized lines approximately twenty-four (24) inches long and four (4) inches wide, spaced approximately twenty-four (24) feet apart.

Right edgelines shall not be simulated with dashes or pavement markers; however, portable delineators, guide markers, etc., may be used by the Contractor where it is considered desirable to enhance the edge of traveled way due to curvilinear alignment, narrowing pavement, etc., and shall be used when directed by the Engineer.

Locations where no-passing zone centerline delineation has been obliterated shall be posted by the Contractor with a sign package consisting of a **W20-1 "ROAD WORK AHEAD"** and **SC13 "DO NOT PASS"**.

All temporary pavement markings and signs shall be maintained, or replaced as necessary by the Contractor, until permanent pavement markings are restored.

All costs associated with the above requirements shall be included in the Contract Unit Price for Traffic Control.

**7-10.1.4 Temporary Pavement Markers/Delineation.** Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions of Section 12-3.01, of the Caltrans Standard Specifications. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by Caltrans or as relieving the Contractor from responsibility as provided in 7-10 of these Special Provisions.

Whenever the work causes obliteration of pavement markers and/or delineation, the Contractor shall set in place temporary pavement markers/delineation prior to opening the traveled way to traffic. All pavement markers/delineation, including but not limited to lane lines, centerlines, directional arrows, pavement legends, etc, shall be provided at all times for traveled ways open to traffic.

All work necessary to establish temporary pavement markers/delineation shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement

delineation is applied. Temporary pavement markers/delineation shall not be applied over existing pavement delineation or other temporary pavement delineation.

Temporary pavement markers/delineation shall be maintained until replaced with permanent pavement markers/delineation. Temporary pavement delineation shall be removed when 1) it conflicts with the permanent pavement delineation; 2) a new traffic pattern is established or 3) as determined by the Engineer.

Temporary pavement delineation shall consist of temporary reflective raised pavement markers placed on lane lines and centerlines at longitudinal intervals of not more than 24 feet apart. Temporary reflective raised markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the following or approved equal:

Apex Universal Product No. 2SCSM-1W or 2SCSM-2Y markers manufactured by Apex Universal, 11033 Forest Place, Santa Fe Springs, CA 90607, Telephone (562) 944 8878.

Flex-O-Lite Raised Construction Marker (RCM), manufactured by Flex-O-Lite, Lukens Company, P.O. Box 4366, St. Louis, MO 63123-0166, Telephone (800) 325-9525.

Temporary reflective raised pavement markers shall be placed as directed by the Engineer. Temporary reflective raised pavement markers shall be applied to the pavement surface with the adhesive in accordance with the manufacturer's instructions. Epoxy adhesive shall not be used to apply temporary reflective raised pavement markers in areas where the pavement will not be removed.

Temporary lane line or centerline delineation consisting of temporary reflective raised pavement markers placed on longitudinal intervals of not more than twenty-four (24) feet, shall be used on lanes opened to public traffic for a maximum of fourteen (14) days. Prior to the end of the fourteen (14) days the planned permanent pavement delineation, except permanent pavement markers, shall be placed. If the planned permanent pavement delineation, exclusive of permanent pavement markers, is not placed within fourteen (14) days, the Contractor shall provide, at its expense, additional temporary pavement delineation as directed by the Engineer. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent traffic lines as determined by the Engineer. Additionally, a minimum of 1 box of each color used shall be delivered to the Engineer at 20500 Madrona Avenue, Torrance, CA 90503 once temporary pavement markers are used on the project.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers/delineation shall be considered as included in the Contract Unit Price for Traffic Control.

**7-10.1.5 Temporary "No Parking" Signs.** The Contractor is responsible to post "Temporary No Parking" signs at least forty-eight (48) hours in advance of the first date of work and the required enforcement. If work is to begin on either a Monday or Tuesday, the Contractor shall post the signs on a Friday. Each sign must include text indicating the beginning and end dates and the hours in effect. "Tow-Away" and "No Parking" must be shown on each sign face. If it is required to temporarily restrict parking 24 hours/day then "Tow-Away" and "No Parking Anytime" must be shown on each sign face. The signs shall be mounted on either 1" x 2" X 3' high wood stakes, Type II barricades, or 39-inch high delineators. Signs shall be spaced at approximately 100' intervals on the effected side(s) of

the street. Signs shall not be posted on trees, traffic signal poles, utility poles, street lights, or any other street furniture.

Signs shall be professionally made of moisture-resistant, heavy duty cardboard or other approved material. All signs shall be maintained by the Contractor and kept free of graffiti. Any sign that becomes illegible or is removed shall be replaced within twenty-four (24) hours. The Contractor shall only be permitted to restrict parking for the minimum time necessary to complete on-going work. The Contractor shall be responsible to remove and repost "Temporary No Parking" signs when work will be delayed for more than five (5) consecutive days, or if the work must go beyond the end date shown on the signs, or otherwise directed by the Engineer.

The Contractor shall obtain approval for the signs and the placement thereof from the Engineer. Immediately after this approval and posting, the Contractor shall notify Torrance Police Department, Traffic Division, at (310) 618-5557 for review and enforcement. The parking restriction cannot be enforced until the signs have been in place 48 hours and the Police notified.

The Contractor shall maintain said signs through the day of work, and shall remove all of said signs on or within one (1) calendar day of the completion of work within the restricted parking area.

If, in the event a street scheduled for slurry or cape sealing was missed, the Contractor shall immediately remove all "No Parking" signs and notify all residents and others previously notified, with printed notices, that due to unforeseen circumstances, the Contractor was not able to seal the street as previously notified, that the street will be rescheduled in approximately 1 to 2 weeks, and that they will be re-notified. The Contractor shall, on the job site prior to the start of each day's work, have an adequate supply of approved letters of notification to residents for missed streets.

Full compensation for furnishing, placing, maintaining and removing temporary signs shall be considered as included in the Contract Unit Price for Traffic Control.

#### **7-10.1.8 (Omitted)**

**7-10.1.9 Trash Collection.** Trash collection days are established and will not be changed. Reference Appendix VII regarding trash collection schedule. The Contractor shall ensure streets and alleys affected by the work are accessible to the CITY's automated trash trucks on designated pick up days. In alleys, Contractor shall be responsible to provide and maintain access to large trash containers during the course of the work. Reference section 6-1.3 of these special provisions regarding additional requirements.

**7-10.1.10 Protection of Permanent Pavement Markings, Manholes, Valves.** The Contractor shall cover and protect existing valve and manhole covers, utility caps, and similar items from damage and discoloration. The contractor shall be responsible for replacing or restoring any damaged items to the satisfaction of the Engineer.

Full compensation for the items in this subsection shall be considered as included in the Contract Unit Price for Traffic Control.

#### **7-10.3 Street Closures, Detours, Barricades.**

Add the following paragraph after the first paragraph:

In addition to the requirements of this subsection, the Contractor shall conform to the requirements for street closures, detours, and barricades as shown on the Traffic control Plans and as stipulated in the Special Provisions. However, deviations from the requirements stipulated in the Special Provisions may be permitted upon written approval of the Public Works Director when such deviations are in the best interest of the City.

Replace the second paragraph with the following:

The Contractor shall notify the Public Works Department at (310) 781-6900, at least ten (10) working days in advance of closing or partially closing any street or alley and comply with their requirements. In addition, the Contractor shall notify the Torrance Police Department at (310) 328-3456 and Torrance Fire Department at (310) 781-7040 at least two (2) working days in advance of such closing.

It shall be the Contractor's responsibility to allow passage of the Torrance Transit System coaches through the construction area at all times. The Contractor shall notify the Torrance Transit Department at (310) 618-6266 at least 48 hours prior to construction affecting bus stop zones to allow said Transit System to temporarily abandon and relocate bus stop zones within the construction area.

The Contractor shall immediately notify the above parties upon completion of the construction work and opening or reopening of any street or alley.

Add the following:

The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other devices necessary to control traffic as specified in the Traffic Control plans and these specifications. Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they shall be sound, in good condition and otherwise meet the requirements of new materials. All traffic control devices shall be free of graffiti, and the Contractor shall be responsible to immediately clean and/or replace any device to the satisfaction of the Engineer.

Full compensation for furnishing, installing, maintaining and removing the above traffic control devices shall be considered as included in the Contract Unit Price for Traffic Control.

Revise the final sentence of the third paragraph to include:

Except as modified hereinafter or within the Special Provisions.

Add the following paragraph after the third paragraph:

The Contractor shall conform to Section 74.6.8 of the Torrance Municipal Code. In addition, the Contractor shall comply with directions from the Engineer to provide protection at excavations, trenches and/or other potentially hazardous construction areas. The Contractor shall be required to erect temporary railing (Type K) per Caltrans Standard Plan T3, five-foot high chain link fences, or equivalent protection, to completely enclose all open excavations over three feet (3') in depth. Fencing shall be approved by the Engineer, and provide adequate security. Fencing may be removed during working hours to the extent necessary to provide access and working room, in which case the Contractor shall provide equivalent security, to the satisfaction of the Engineer, during said periods. Any excavation not secured to the satisfaction of the Engineer shall be completely backfilled prior to the end of each day's construction activities. The Engineer may require additional security devices, lighting or other protection in addition to said fencing. Full compensation for furnishing, placing and removing temporary protection shall be considered as included in the price for the various items of work.

**7-10.3.1 Temporary Steel Plates.** When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal cannot be properly complete within a work day, and during the curing time for concrete cross gutters, steel plate bridging with a non-skid surface and shoring is required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plate used for bridging shall extend a minimum of 12-inches beyond the edges of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. Steel plate bridging shall be installed vertically offset a minimum of 1" from the finished surface of the PCC cross gutter during cure time.
4. The trench shall be adequately shored to support the bridging and traffic loads
5. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates to provide a smooth transition from the existing elevation of the travel way to the top of plate elevation.
6. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel plate bridging and shoring shall be installed using the following Method (For speeds 45 mph or less)

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of two (2) dowels pre-drilled into the corners of the plate and drilled 2-inches into the pavement. Subsequent plates are butted to each other. Fine grade asphalt concrete shall be compacted to form ramps, maximum slope of 8.5% with a minimum 12- inches taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry or an equivalent slurry that is satisfactory to the City and/or Caltrans.

The Contractor shall be responsible for maintenance of the steel plates, shoring and asphalt concrete ramps.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading).

<u>Trench Width</u>	<u>Minimum Plate Thickness</u>
10"	1/2"
1'-11"	3/4"
2'-7"	7/8"
3'-5"	1"
5'-3"	1 1/4"

For spans greater than 5'-3" a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right-of-way whether used in or out of the travel way shall be without deformation. Steel plates shall be non-skid. Advanced signs shall be required for steel plates within traveled ways (Type P per the Watch Manual or a Rough Road sing (W33) per Caltrans requirements).

Add the following subsection:

#### **7-15 PROJECT CONSTRUCTION SIGNS AND PORTABLE CHANGEABLE MESSAGE SIGNS.**

Within 5 days of the beginning of the project, two signs (one on each end of the project) shall be installed. Exact sign location to be determined by Engineer. Reference Appendix VIII – Project Construction Signs for the sign specifications.

The Contractor shall furnish and install four (4) Portable Changeable Message signs (PCMS) on the construction site for use during construction. The City prefers each PCMS be manufactured by Solar Tech and be model MB2 (contact BC Rentals at (714) 279-6868 for rental or purchase information). The Contractor shall install a locking device on each PCMS to prohibit access to the computer keyboard. The Contractor shall provide to the Engineer the key or combination to each locking device and the computer password to each PCMS **OR** possess any equipment, on any working day, to enter or modify a message for each PCMS as directed by the Engineer. Contractor shall relocate each PCMS as directed by Engineer at no additional cost to the City.

Full compensation for furnishing, installing, maintaining and removing signs will be made on the basis of the lump sum prices bid for "PROJECT CONSTRUCTION SIGNS".

Full compensation for furnishing, installing, maintaining, entering/modifying message screens, relocation on the job site and removal shall be per unit per the Contract Unit Price for Portable Changeable Message Signs. If the Contractor does not possess the equipment or tools, or fails on any working day, to enter or modify a message for a PCMS, the Engineer may deduct \$50 per day, per each PCMS, from a Progress Payment until said message is entered or modified.

### **SECTION 9 - MEASUREMENT AND PAYMENT**

**9-1 MEASUREMENT AND PAYMENT.** Add the following sections:

#### **9-1.2.1 Payment for Labor and Materials.**

The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.

#### **9-1.2.2 Measurement and Payment**

Payment of each item will include full compensation for furnishing all labor, materials, tools, equipment and backup equipment; transportation and technical competence for



performing all work necessary to complete each item as indicated on the plans and as specified in these Contract Documents, including but not limited to obtaining all applicable certifications necessary for specialty personnel and major equipment in conformance with Subsection 7-5, and all other applicable permits; securing a storage yard to store all equipment and materials to be used on the job, disposal of waste materials, restoration of the site, etc. The storage yard may also be used as a temporary storage for excavated materials, and traffic control items. No separate payment will be made for mobilization and demobilization. Costs for mobilization/demobilization shall be included in the unit prices bid for each work item.

**9-2 LUMP SUM WORK.** Replace the second paragraph with the following:

The Contractor shall, within five (5) working days of receipt of a request from the Engineer, submit a complete breakdown of lump sum bid prices showing the value assigned to each part of the work, including an allowance for profit and overhead. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents its estimate of the actual cost, including profit and overhead, of performing that part of the work. The breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payment. No extra costs shall be allowed for providing these breakdowns.

**9-3 PAYMENT.**

**9-3.2 Partial and Final Payment.** Replace the third paragraph with the following:

For each progress estimate, 10 percent will be deducted and retained by the CITY, and the remainder less the amount of all previous payments will be paid. In addition, 125% of the amount of outstanding "Stop Notices" shall be withheld.

Add the following:

The Contractor shall submit all requests for payment on a Progress Payment Invoice to be provided by the CITY.

Prior to submittal of said invoice, all items for which payment is requested shall be checked and approved in writing by the Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Engineer.

**9-3.4 Mobilization.** Replace the entire subsection with the following:

Mobilization shall include the provisions of the Construction Schedule, Best Management Practices and Storm Water Pollution Prevention Plan; Sewage Spillage Prevention; Emergency Response Plan; site review; obtaining all permits, insurance, and bonds; moving onto the site all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities, and removal of same at completion of the Work; and other work, all as required for the proper performance and completion of the Work.

Mobilization shall include, but not be limited to, the following items:

- (a) Submittal and modification, as required, of the Construction Schedule  
And Best Management Practices.

- (b) Moving on to the site of all Contractor's plant and equipment required for the first month's operations.
- (c) Installing temporary construction power and wiring.
- (d) Establishing fire protection system.
- (e) Developing construction water supply.
- (f) Providing on-site sanitary facilities and portable water facilities, as required.
- (g) Arranging for Contractor's work/storage yard.
- (h) Submittal of all required insurance certificates and bonds, including subcontractors.
- (i) Obtaining all required permits.
- (j) Posting all OSHA required notices and establishment of safety programs.
- (k) Potholing and other research and review as necessary to verify site conditions and utility locations
- (l) Having the Contractor's Superintendent present at the job site full-time.
- (m) Removal, cleanup, and restoration which includes, but is not limited to the removal of all USA markings following best management practices. If the removal method chosen is by pressure washing, the catch basins shall be protected at all times. All water and debris resulting from this clean-up method shall be swept up and/or vacuumed. Alternatively, a wire brush and a graffiti removal spray can be used.

**9-3.5 Noncompliance with Plans and Specifications.** Add the following section:

Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.

**9-4 CLAIMS.**

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the CITY, or the happening of any event, thing or occurrence, unless the Contractor shall have given the CITY due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a

form approved by the CITY at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor shall notify and obtain approval from the Engineer prior to commencing the work. The Engineer may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed an extension of time if the Engineer agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) work days of a request from the Engineer and shall be responsible for all costs associated with any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this subsection shall supersede 6-6.3 and 6-6.4 of the Standard Specifications.

It is the intention of this subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.

## **PART 2 - CONSTRUCTION MATERIALS**

### **SECTION 200 – ROCK MATERIALS**

#### **200-2 UNTREATED BASE MATERIALS**

**200-2.1 General.** Replace the entire subsection with the following:

Untreated base to be placed underneath pavement, curb, gutter, cross gutters, hardscape, sidewalks, driveways, curb ramps and other improvements shall be Crushed Miscellaneous Base conforming to 200-2.4.

### **SECTION 203 – BITUMINOUS MATERIALS**

#### **203-3 EMULSIFIED ASPHALT**

**203-3.1 General.** Tack coat materials shall be Grade SS-1H

#### **203-5 EMULSION-AGGREGATE SLURRY**

Type II slurry shall be quick-set and shall conform to this subsection except that 2-1/2% latex modifier shall be added. All existing striping, pavement legends and pavement markings within the limits of the slurry seal area shall be removed either by grinding or sandblasting prior to slurry seal application during daytime working hours. Temporary reflective raised markers as specified in section 7-10.1.4 of these special provisions shall be placed once the existing striping, pavement legends and pavement markings have been removed. On the day of the slurry seal application, these tabs are to be removed prior to the application of the new slurry seal and replaced with new temporary reflective raised markers as specified in section 7-10.1.4 of these special provisions upon completion of the installation of the slurry seal. Payment for the removal of the existing striping, pavement legends and pavement markings shall be included in the unit price bid for "TYPE II SLURRY SEAL".

#### **203-6 ASPHALT CONCRETE**

**203-6.1 General.** Add the following:

Asphalt concrete shall be Class and Grade C2-PG-64-10 for the 2 inch thick course over cold milled areas and B-PG-64-10 for the base courses in reconstruction areas.

### **SECTION 210 – PAINT AND PROTECTIVE COATINGS**

#### **210-1 PAINT**

##### **210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking**

**210-1.6.1. General.** Add the following:

All permanent striping and pavement markings shall be hot applied alkyd thermoplastic in accordance with the provisions of Section 84-2.02 of the Caltrans Standard Specifications.

**210-1.6.2. Thermoplastic Paint, State Specifications.** Replace the entire subsection

with the following:

Thermoplastic traffic stripes and pavement markings shall conform to the provisions of Section 84 of the Caltrans Standard Specifications. Contractor shall paint a solid black stripe between all double thermoplastic striping.

## **SECTION 214 – PAVEMENT MARKERS**

Delete the entire Section 214 and replace with Section 85 of the Caltrans Standard Specifications (latest edition).

### **85-1.05 Reflective Pavement Markers**

**85-1.055 Adhesives.** Add the following:

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement, instead of the Rapid Set Type or Standard Set Type adhesive specified in Section 85-1.06 of the Caltrans Standard Specifications. The bituminous adhesive material, if used, shall conform to the following:

<b>ASTM Test Specification</b>	<b>Method</b>	<b>Requirement</b>
Flash Point, COC °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Viscosity, 400° F	D 2196	3,000- 7,500 cP
Penetration, 100g 5 sec., 77° F	D 5	10-20 dmm
Filler Content, % by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	50-75

## **SECTION 217 – SIGNAGE**

### **217-1 Roadside Signs.** (See also Section 315 – Signage)

All roadside signs shall conform to the provisions of Section 56-2 of the Caltrans Standard Specifications amended as follows:

**56-2.02 Materials.** Revise the entire subsection with the following:

The various materials and fabrication thereof of roadside signs shall conform to the requirements of 56-2.02 A and 56-2.02 D.

**56-2.02A Metal Posts.** Delete the first paragraph.

## **217-2 Street Name Signs.**

All ground mounted Street Name Signs (SNS 6) shall be constructed of extruded aluminum blade; 0.91" blade thickness with 0.25" thick stiffener along the top and bottom edges. And shall be covered on both sides with pressure sensitive 3M Diamond Grade Cubed (DG3) # 4090 microprismatic sheeting covered with green 3M ElectroCut Film # 1177 with all letters and numerals cut on a electronic cutting apparatus.

**217-2.1 Payment.** Payment for all roadside and street name signs shall be included in the contract unit price for traffic signing and striping.

## **PART 3 - CONSTRUCTION METHODS**

### **SECTION 300 – EARTHWORK**

#### **300-1 CLEARING AND GRUBBING.**

##### **300-1.3 Removal and Disposal of Materials.**

**300-1.3.1 General.** Replace the entire subsection with the following:

Unless otherwise stated on the Plans or Specifications, all material removed from the Work shall become the property of the Contractor and shall be disposed of in a lawful manner. Removals shall include, but not limited to, all excess excavation material, trees and plants, debris, interfering portions of curb, gutters, berms, asphalt and PCC concrete pavements and sidewalks (including base, where applicable), and miscellaneous items as shown on the Plans. The Contractor shall conform to the following requirements:

- 1) The Contractor shall not start any removal work unless it is prepared to perform reconstruction work within 24 hours of the time removals were begun, unless otherwise approved by the Engineer.
- 2) The Contractor shall complete forming and pouring of PCC construction within five (5) working days following the removal of existing material at any location.
- 3) The Contractor shall not remove on-site improvements until it is prepared to construct the adjacent street section and shall promptly restore all such improvements as applicable, upon completion of the adjacent street work.

All concrete removed shall be hauled off the Work site no later than the calendar day following the day that the removal is performed.

The limits for sidewalk, curb and gutter and driveway shown on the plans are approximate. The actual removal and/or construction limits shall be as marked and/or directed by the Engineer in the field.

In order to protect the public streets from deterioration due to hauling of materials, the Contractor shall submit, prior to the Pre-Construction Meeting, for approval a proposed route for hauling of materials for disposal. Upon approval, the Contractor shall strictly

adhere to that route, unless written permission from the Engineer is obtained to change the route.

### **300-1.3.2 Requirements.**

- a) **Bituminous Pavement.** Replace the first and second sentences with the following: Bituminous pavement shall be removed to neatly sawed edges.

Add subparagraph (d):

- (d) **Trees.** The City maintains a tree conservation policy. Unless otherwise shown, all trees are to be protected in place. Demolition and destruction of trees and tree parts, including trunks, branches and foliage, shall be limited to tree removals as shown on the Plans. Root pruning and removals shall be limited to the minimum required to construct new improvements where trees are to be conserved.

The Engineer shall place a visible removable "tag" on each tree proposed to be removed at least five (5) work days and no earlier than ten (10) work days prior to removal. Said "tag" is intended to give adjacent residents proof of trees to be removed or saved. Tags shall be on the sidewalk side of trees and located at least five feet (5') above ground.

The Contractor shall remove only trees that have been marked by the Engineer for removal. Trees shall be removed in a workmanlike manner so as not to injure other standing trees, plants, and improvements which are to be preserved.

Stumps shall be ground down three feet (3') below ground surface within five (5) feet of the center of the stump. All surface roots shall be removed within the parkway.

The Contractor shall conform to the following requirements:

- 1) The cutting down or removal of trees is prohibited after the prescribed working hours unless permission is granted by the Engineer.
- 2) All debris from pruning or removing a tree shall be cleaned up and hauled away from the Work site on the same day that the tree is cut or pruned. Firewood-size logs may be left neatly piled for residents to pick up for no longer than three (3) days.
- 3) All holes created from removal of tree stumps shall be backfilled and graded to finish level by the end of the workday.
- 4) Sprinkler systems disrupted by the Contractor shall be capped or restored by the end of the workday. Capped systems shall be restored to original working condition within three (3) days.

Add the following section:

### **300-1.3.3 Construction and Demolition Debris Recycling.**

**General.** Consistent with the Agency's efforts to comply with the California Integrated Waste Management Act of 1989 (AB 939), the Contractor shall reduce, reuse, and/or recycle to the maximum extent feasible, the construction and demolition debris (debris) generated by this Contract hereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.

## **Definitions.**

**"Construction and Demolition Debris or Debris"** means materials resulting from building, construction or demolition-related activities such as excavation, grading, land clearing, renovation, repair, road work and site cleanup and are considered solid waste pursuant to Section 40191 of the California Public Resources Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, fixtures and fittings, glass, gravel, green waste, metal, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, site clearance materials, soil, trees, tree stumps and other vegetative matter, stones and wood waste.

**"Deconstruction"** means the process of carefully dismantling a structure, piece by piece prior to or instead of conventional demolition, to maximize the recovery of building materials for reuse and/or recycling.

**"Delivery Site"** means recycling facility as defined in Subsection E.14 and recycling or reuse site as defined in Subsection E.15 or any place, including a transfer station as defined in Subsection E.20 where the debris is delivered for the sole purpose of reuse and/or recycling in a manner acceptable to the Director/Designee.

**"Disposal"** means the process of disposing of debris at a Disposal Facility.

**"Disposal Facility"** means a Landfill or any location where the debris is taken for Transformation as defined.

**"Generation"** means the quantity of debris produced by the Work before the debris is reused and/or recycled.

**"Green Waste"** means all vegetative cuttings, shrubs, stumps, logs, brush, tree trimmings, grass, and related materials which have been separated from other solid waste.

**"Landfill"** means a solid waste disposal facility that accepts solid waste for land disposal and is operating under a current Solid Waste Facility Permit issued by a local enforcement agency as defined in Section 40130 of the California Public Resources Code and concurred upon by the California Integrated Waste Management Board.

**"Recyclable"** means material that still has useful physical or chemical properties after serving its original purpose and that can be reused or re-manufactured into additional products.

**"Recycle or Recycling"** means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the



marketplace, and in a manner acceptable to the Agency. "Recycle" or "Recycling" does not include Transformation.

**"Recycling Facility"** means any facility (except a transformation facility) whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing.

**"Recycling or Reuse Site"** means any place other than a recycling facility acceptable to the Agency for recycling and/or reuse of debris.

**"Reduce"** means any action which causes a net reduction in the generation and/or disposal of solid waste.

**"Reuse"** means the use, in the form as it was produced, and in a manner acceptable to the Agency of materials which might otherwise be discarded into a Disposal Facility.

**"Site Clearance Material"** means materials such as trees, brush, earth, mixed concrete, rubble, sand, steel, extraneous paper, plastics, and other waste materials generated from site clearance.

**"Source Separation"** means the segregation, by the generator, of materials designated for separate collection for materials recovery or special handling.

**"Transfer Station"** means a facility utilized to receive solid wastes and to temporarily store, separate, convert, or otherwise process the materials in the solid wastes, and/or to transfer the solid wastes directly from smaller to larger vehicles or railroad trains for transport.

**"Transformation"** means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

**"Wood Waste"** means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction or demolition activities.

## **RECYCLING SUMMARY.**

The Contractor shall prepare and submit a Recycling Summary report using the form included as Appendix IV summarizing the disposal, reuse, and/or recycling activities which occurred throughout the Contract duration. This report shall be submitted by the Contractor to the Agency, before or with its request for the final Progress Payment for said Contract.

Failure of the Contractor to submit the Recycling Summary within the time specified will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For failure to submit the Recycling Summary, as required, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$10,000 for a contract of \$500,000 or more. The Contractor shall pay to the Agency, or have withheld from monies due it, 2% of the total contract amount for a contract of \$499,999 or less.

Execution of the Contract shall constitute agreement by the Agency and Contractor that \$10,000 (2% for contracts \$499,999 or less) is the minimum value of the costs and

actual damage caused by the failure of the Contractor to submit the Recycling Summary within the time specified. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor.

## **PAYMENT.**

The cost of construction and demolition debris recycling and completing the Recycling Summary report shall be considered as included in the Contract Unit Price for the various Bid items. The quantities reported will be used for information gathering purposes and not for purposes of payment to the Contractor.

### **300-1.4 Payment.** Add the following:

**Painted Curb.** There is no separate payment for removal of paint on concrete curb. Full compensation for furnishing all labor materials, tools, equipment and incidentals as shown on the plans and specified in these Special Provisions shall be included in the contract unit price for the appurtenant items of work.

**AC Berm.** Payment for the removal of AC Berm shall be per the contract unit price of "REMOVE AC BERM" and shall include the furnishing of all labor materials, tools, equipment and incidentals as shown on the plans and specified in these Special Provisions to complete the removal.

**Concrete Curb.** Payment for the removal of Concrete Curb shall be per the contract unit price of "REMOVE CONCRETE CURB" and shall include the furnishing of all labor materials, tools, equipment and incidentals as shown on the plans and specified in these Special Provisions to complete the removal.

**Concrete Curb and Gutter.** Payment for the removal of Concrete Curb and Gutter shall be per the contract unit price of "REMOVE CONCRETE CURB AND GUTTER" and shall include the furnishing of all labor materials, tools, equipment and incidentals as shown on the plans and specified in these Special Provisions to complete the removal.

**Concrete Sidewalk.** Payment for the removal of Concrete Sidewalk shall be per the contract unit price of "REMOVE CONCRETE SIDEWALK" and shall include the furnishing of all labor materials, tools, equipment and incidentals as shown on the plans and specified in these Special Provisions to complete the removal.

**AC Sidewalk.** Payment for the removal of AC Sidewalk shall be per the contract unit price of "REMOVE AC SIDEWALK" and shall include the furnishing of all labor materials, tools, equipment and incidentals as shown on the plans and specified in these Special Provisions to complete the removal.

### **300-2 UNCLASSIFIED EXCAVATION.**

#### **300-2.2 Unsuitable Material.**

##### **300-2.2.1 General.** Replace the first paragraph with the following:

If unsuitable material is found, the Contractor shall remove said material to the limits to be determined by the Engineer and shall replace said material with select fill or base material, as to be determined by the Engineer. Payment for removal and replacement shall be made as Extra Work or Force Account Work.

**300-2.9 Payment.** Add the following:

Payment for the removal and disposal of bituminous pavement for street reconstruction areas shall be considered as included in the Contract Unit Price for Unclassified Excavation and shall include sawcutting, removal of underlying subgrade and base, disposal, subgrade preparation and compaction, labor and equipment.

**SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS**

**301-2 UNTREATED BASE.**

**301-2.1 General.** Add the following:

Base is required under all PCC and AC improvements as shown on the Plans. Additional base may be required after review of work areas following removals. Prior to constructing new improvements, the Contractor shall verify with the Engineer that the base sections as shown on the Plans (including areas where no base is called for) are adequate. Payment for any changes shall be made pursuant to Section 3.

A minimum of 8-inches CMB shall be placed under curb, curb and gutter, cross gutters, and spandrels. A minimum of 6-inches CMB shall be placed under driveways (includes portion to right-of way/property line), alley intersections and AC or PCC pavement on private property as part of driveway reconstruction. A minimum of 4-inches CMB shall be placed under sidewalks and, access ramps.

**301-2.4. Measurement and Payment.** Delete the second paragraph and add the following:

Payment for construction of CMB under AC pavement shall be per the Contract Unit Price per ton.

Payment for construction of CMB under sidewalks, curb, curb & gutter, driveway approaches, cross gutters and access ramps shall be considered as included in the unit price bid for the item of work and no additional compensation will be allowed therefore.

**SECTION 302 – ROADWAY SURFACING**

**302-4 EMULSION-AGGREGATE SLURRY**

**302-5 ASPHALT CONCRETE PAVEMENT**

**302-5.2 Cold Milling Asphalt Concrete Pavement**

**302-5.2.1 General.** Add the following after the first paragraph:

Cold Milling shall include edge milling, header milling and profile milling as necessary to provide the required grades and allow for a smooth pavement profile in preparation for

asphalt concrete overlay paving. Milling limits shown on the plans are approximate. The Engineer may direct the Contractor to cold mill in other areas, as necessary for construction. Some adjustment of limits and depths will be necessary to accommodate paving requirements. Cold milling shall be to the depth as specified or directed, or to the underlying base material, pavement fabric, or macadam material. Milling depth shall be adjusted so as not to remove any macadam encountered. Care shall be exercised not to damage adjacent concrete including curbs without gutters. Gutters or curbs damaged shall be replaced at the Contractor's expense. There are areas within the project that require cold planing which are inaccessible to the type of milling machine as described herein above. Some of these areas include local depressions, curb return, curbs without gutters, utility manholes and vaults. The Contractor shall be required to use a smaller hand machine or other device to cold plane the required horizontal limits and depth at those locations.

Add the following after the third paragraph:

The Contractor shall apply any leveling course at least one day prior to placing the AC overlay. Payment for AC Leveling Course shall be per the contract unit price per ton complete in place for Asphalt Concrete leveling course.

**302-5.2.6 Measurement and Payment.** Replace the first paragraph with the following:

Cold milling will be measured by the square foot. Payment for cold milling shall be per the Contract Unit Price per square foot complete up to the depth specified, including disposal of milled material, and shall include construction, removal and disposal of temporary asphalt concrete ramps as specified in 302-5.2.5.

**302-5.4 Tack Coat.** Replace the first sentence of the first paragraph with the following:

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of viscosity grade AR 4000 or AR 8000, or performance grade PG 64-10 paving asphalt conforming to 203-1 applied at an approximate rate of 0.25 L/m<sup>2</sup> (0.05 gallon per square yard), or SS-1h emulsified asphalt applied at an approximate rate of 0.25 L/m<sup>2</sup> to 0.45 L/m<sup>2</sup> (0.05 to 0.10 gallon per square yard), shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete to be performed in the morning and by truck application only.

Add the following paragraph:

A Tack Coat shall be applied between base and finish courses when the finish course is not placed immediately after the base course, and to existing paved surfaces where new asphalt concrete overlaps or abuts existing pavement. No greater area shall be treated in any one day than is planned to be covered by finish course or asphalt concrete during the same day, unless otherwise authorized by the Engineer. Tack Coat shall be as specified in Section 302-5.4. There shall be no separate payment for Tack Coat.

**302-5.5 Distribution and Spreading.** Delete the fourth paragraph and substitute the following:

Asphalt concrete shall not be placed until the atmospheric temperature is a minimum of 10°C (50°F) and rising, and the surface temperature of the underlying material is a minimum of 4°C (40°F). Asphalt concrete shall also not be placed during unsuitable weather.

Fully automatic screeds will be required on this Project. A fully automatic screed shall have a sled, 9.1m (30 feet) in length, on the side of the machine which will receive the next mat of material. A joint maker, ski, etc., placed on the side of the machine to ride on the existing or previously constructed surface or mat of asphalt concrete material may be required as directed by the Engineer.

Delete Table 302-5.5(A) and substitute the following:

**TABLE 302-5.5(A)**

Specified Total Thickness of Pavement		Required Number of Courses	Class Of Mixture
Greater Than mm(Inches)	But Not More Than mm(Inches)		
1	38 (1-1/2)	1	C2-PG 64-10
38 (1-1/2)	100 (4)	1	Base Course - B-PG 64-10 Other Courses - C2 -PG 64-10 or as directed
100 (4)	125 (5)	1	Base Course - B-PG 64-10

**302-5.8 Manhole (and other structures).** Add the following:

Contractor shall be required to remove manholes and utility access covers to below the depth to be removed and restore said covers to finish grade upon completion of paving. Asphalt Concrete (AC) shall be used as final cap around adjusted utility access and manhole covers.

Add the following subsection:

**302-5.8.1 Payment.** Payment shall be per the Contract Unit Price bid per each for adjustment of utility access covers and manholes to grade.

**302-5.9 Measurement and Payment (Asphalt Concrete Pavement).** Payment for Asphalt concrete pavement shall be per the Contract Unit Price per ton, including subgrade and base preparation, base courses, tack coat, and all work necessary to install complete in place. There shall be no separate payment for tack coat, header paving or temporary pavement, and all costs for any said item shall be included in the bid price for the work to which it is appurtenant.

## **SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION**

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.**

#### **303-5.1 Requirements.**

**303-5.1.1 General.** Replace the first sentence of the first paragraph with the following:

Reconstruction of Concrete curbs, gutters, curb and gutters, sidewalks and concrete paving shall be constructed of Portland cement concrete of the class and compressive strength and other requirements prescribed in 201-1. Any pullboxes within the limits of the sections of asphalt or concrete to be removed shall be replaced with a new pullbox of the same material and dimensions of the existing pullbox and set flush with the proposed finished grade prior to pouring the new concrete sidewalk, access ramp, etc.

Replace the first sentence of the second paragraph with the following:

Unless otherwise specified on the Plans, and except as otherwise prescribed in 303-5.1.3 under the heading "Driveway Entrances," the minimum thickness of walks shall be 3-1/2 inches.

### **303-5.5. Finishing**

**303-5.5.2 Curb** Add the following:

For concrete curb and gutter reconstruction work adjacent to cold milling areas or areas where adjacent pavement will remain in place, sawcut adjacent AC pavement a distance of one foot (1') from edge of gutter to be removed. The Contractor shall reconstruct this one foot (1') wide section with a 5-1/2" thick section of 1-sack cement and sand slurry mix on eight inches (8") of Crushed Miscellaneous Base. The final surface elevation of the 1-sack cement and sand slurry mix shall be 1-5/8" below edge of gutter elevation to accommodate the 2" AC overlay with a 3/8" high "lip" along the edge of gutter.

For concrete curb and gutter reconstruction work adjacent to areas of pavement reconstruction, the Contractor has the following 2 options:

1. The entire portion may be removed without sawcutting and removing the adjacent AC pavement; however, any damaged pavement must be removed and temporary AC provided and maintained in its place until the adjacent pavement is removed as per the contract; or
2. Remove the entire affected concrete curb or curb and gutter portion by sawcutting the adjacent AC pavement a distance of six (6) inches to twelve (12) inches from the face of curb or edge of gutter to be removed. The contractor shall reconstruct this six (6) inch to twelve (12) inch wide section with a 2-inch thick section of temporary AC pavement on either Crushed Miscellaneous Base or imported fill with a sand equivalent of 30 or greater. Refer Torrance Standard Plan SPD-A Slot Patch Detail in Appendix II.

**303-5.5.5. Alley Intersections, Access Ramps, and Driveways.** Add the following:

Unless otherwise approved by the Engineer, the entire affected curb and gutter portion shall be removed by sawcutting the adjacent AC pavement one (1) foot from the edge of the PCC gutter. Where applicable, the contractor shall reconstruct this one (1) foot wide section either with a 4-inch thick section of AC pavement (C2-PG-64-10) on a 10-inch thick section of untreated Base **OR** with a 2-inch thick section of AC pavement (C2-PG-64-10) on a 4-inch thick section of 1-sack cement and sand slurry mix on an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be sawcut six inches (6") minimum from the flow line of the gutter and the spandrel

reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base. No extra payment will be allowed for the PCC spandrel construction.

**Detectable Warning Surface.** Access ramps shall have a prefabricated detectable warning surface with dimensions of 36-inches by 48-inches installed in accordance with the State of California's 2006 Revised Standard Plan RSP A88A and comply with the requirements of the Americans with Disabilities Act (ADA). Detectable warnings shall consist of raised truncated domes with a base diameter of nominal 0.9 in (23 mm), a height of nominal 0.2 in (5 mm) and a center-to-center spacing of nominal 2.35 in (60 mm).

The detectable warning surface shall be the 1/8-inch thick Surface Applied Panel System with Beveled Edges as produced by ADA Solutions, Inc., (800) 372-0519, [www.adatile.com](http://www.adatile.com). Local distributors are: HUB Construction Specialties, Inc., Glendale, CA, (800) 889-4482 and HCS-Cutler, Lawndale, CA (310) 973-2018. The color of the detectable warning surface shall be Gray Munsell Color Notation 10BG 3/1. The detectable warning surface shall be installed in accordance with the manufacturer's recommendations and instructions. The manufacturer shall provide a 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience or attachment. The warranty period shall begin on the date of acceptance of the Contract.

Driveways shall have a concrete thickness of 4 inches for single family residences and 6 inches for all other areas.

**Work Requested by a Property Owner.** The Contractor is allowed to perform work which is not a part of this Contract and in the project area if the work is requested, and paid for, by a property owner provided that:

- a The Contractor shall inform the Engineer of the nature, quantity and location of the work requested by the property owner; and
- b The requested work does not impact the schedule or cost of the contract; and
- c The Property owner is required to obtain all permits for requested work; and
- d The Contractor is required to obtain all inspections and approvals.

**303-5.7 Repairs and Replacements.** Add the following:

The Contractor shall be responsible to protect all new concrete work from being etched, scratched or otherwise marked following replacement thereof. If new concrete work is marked, the Contractor shall replace it at its expense and no extra costs will be allowed.

**303-5.9 Measurement and Payment.** Replace the entire subsection with the following:

Payment for concrete curb and curb and gutter (excluding integral curb and curb/gutter associated with driveways, alley intersections and cross-gutters) shall include all joints and keyways, Base, adjacent AC pavement reconstruction, protection of existing trees, parkway restoration, repainting of addresses on curb faces where painted addresses have been removed due to new curb construction and repainting of red curb (top and face) where red curb has been removed due to new curb construction and shall be per the Contract Unit Price of "PCC CURB A1-150(6) ON 8" CMB", "PCC CURB AND GUTTER A2-150(6), W=1", ON 8" CMB", "PCC CURB AND GUTTER A2-150(6), W=2", ON 8" CMB" per linear foot.

Payment for curb and curb gutter transitions to match existing and mountable curbs at connection points and maintenance vehicle pullouts will be measured and paid for as the standard curb or curb and gutter adjacent to the transitions.

Payment for concrete walks, sidewalks shall include all joints as shown in standard plans and construction details and shall include protection of existing trees, parkway restoration, Base and shall be per the Contract Unit Price per square foot of "PCC SIDEWALK 3.5" THICK PCC ON 4" CMB".

Payment for driveways, cross-gutters and spandrels, and integral curbs along driveways and spandrels shall include Base, all joints as shown in standard plans and construction details, reconstruction of adjacent 1' wide AC pavement and shall be per the Contract Unit Price per square foot.

Payment for the work at the locations listed under ADDITIONAL CROSS GUTTER/RAMP IMPROVEMENTS in the Bid Schedule shall include all AC pavement removal, concrete removal, unclassified excavation, Base, installation of cross gutter, installation of curb ramps, detectable warnings, all labor, materials and equipment listed in the manufacturer's instructions/installation procedure, integral retaining curb, all joints, keyways, protection of existing trees, parkway restoration, repainting of addresses on curb faces where painted addresses have been removed due to new curb construction, repainting of any stop legends or pavement markings, repainting of red curb (top and face) where red curb has been removed due to new curb construction and reconstruction of adjacent 1' wide AC pavement and shall be made per the Contract Unit Price per Lump Sum. See Appendices for details on each location.

Payment for access ramps with integral retaining curb shall be per the Contract Unit Price per square foot of "ACCESS RAMPS WITH DETECTABLE WARNINGS 4" PCC ON 4" CMB".

Payment for furnishing and installing detectable warning surfaces will be included in the contract unit price for "ACCESS RAMPS WITH DETECTABLE WARNINGS 4" PCC ON 4" CMB" and includes all labor, materials and equipment listed in the manufacturer's instructions/installation procedure.

## **SECTION 307 – STREET LIGHTING AND TRAFFIC SIGNALS**

Delete the entire Section 307, and replace with Section 86 of the Caltrans Standard Specifications.

### **86-1 GENERAL**

**86-1.01 Description.** Replace the entire subsection with the following:

The Work shall consist of furnishing and installing inductive loop detectors as shown on the Plans, and as specified in these Special Provisions.

**86-1.04 Warranties, Guaranties and Instruction Sheets.** Add the following:

Guaranty for all Work, materials and labor shall be valid for a period of one year from the date of acceptance of the Work.



Full compensation for furnishing the guaranty will be considered as included in the Contract Unit Price for the items of work involved and no additional compensation will be allowed therefor.

## **86-5 DETECTORS**

### **86-5.01 Vehicle Detectors**

#### **86-5.01A Inductive Loop Detectors.**

**86-5.01A(4) Construction Materials.** Replace the first paragraph with the following:

Conductor for each inductive loop detector shall be continuous and unspliced and shall conform to the following:

Type 1 loop wire shall be Type RHW-USE neoprene-jacketed or Type USE cross-linked polyethylene insulated, No. 12, stranded copper wire. The minimum insulation thickness at any point shall be 40 mils.

**86-5.01A (5) Installation Details.** Add the following:

The Contractor shall test the detectors with a motor-driven cycle, as defined in the California Vehicle Code that is licensed for street use by the Department of Motor Vehicles of the State of California.

Asphaltic emulsion sealant shall be used in all sawcuts.

The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector at no less than three miles per hour and no more than seven miles per hours. The detector shall provide an indication in response to this test.

Contractor shall completely remove existing loop wire where loops are to be replaced.

## **86-8 PAYMENT**

**86-8.01 Payment.** Replace the entire subsection with the following:

Payment for inductive loop detectors shall be per the Contract Unit Price per each and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and installing the loop detectors as specified in these Special Provisions.

## **SECTION 308 – LANDSCAPE AND IRRIGATION INSTALLATION**

### **308-2 EARTHWORK AND TOPSOIL PLACEMENT**

**308-2.1 General.** Add the following:

The landscape work shall not begin until all other trades have repaired all areas of settlement, erosion, rutting, etc., and the soils have been re-established, recompacted and refinished to final grades. The Engineer shall be notified of all areas where the landscape work is prevented from being executed.

Contractor shall provide import topsoil as necessary, and shall mix import with native soil to prevent layering and facilitate permeability.

Surface drainage shall be provided by modeling the surfaces to facilitate the natural run-off of water forward the center of median islands to prevent flow onto adjacent street. Low spots and pockets shall be filled with topsoil and graded smooth to drain properly.

### **308-2.3 Topsoil Preparation and Conditioning.**

#### **308-2.3.1 General.** Add the following:

Before soil preparation operations are started in any area, the Contractor shall remove and dispose of all trash, existing landscape plants (excluding trees) and any other debris on the surface of the ground.

The Contractor immediately shall remove and dispose of weed growth and all other debris generated by clearing and grubbing daily or as directed by the CITY.

#### **308-2.3.2 Fertilizing and Conditioning Procedures.** Add the following:

For bidding purposes, the conditioning material per 1,000 square feet shall be:

- a) Four (4) cubic yards nitrogen stabilized organic amendment derived from redwood, fir or cedar sawdust.
- b) Fifteen (15) lbs. 12-12-12 commercial fertilizer.
- c) Fifteen (15) lbs. soil sulfur.

For bidding purposes, the Contractor shall apply post-plant fertilizer at the rate of fifteen pounds (15 lbs.) per 1,000 sq. ft., thirty (30) days after planting and once again at the end of the ninety-day post-construction maintenance period.

### **308-2.4 Finish Grading.** Replace the second and third paragraphs with the following:

The finish grade shall match the existing grade.

## **308-4 PLANTING**

#### **308-4.1. General.** Add the following:

Planting work shall not begin until the area's irrigation system has been installed, operational and passed inspection.

The Contractor's failure to obtain inspection will extend the start and/or finish of the maintenance period as applicable, unless otherwise agreed to in writing by the Engineer.

### **308-4.10 Parkway Trees**

**308-4.10.1 General.** The CITY maintains a tree conservation policy. The Contractor is required to assist the CITY in its efforts to conserve trees.

The Contractor shall be required to provide a Consulting Arborist (CA) to review and guide its operations that may impact trees to remain. The CA shall be required to be a member of the American Society of Consulting Arborists (310-947-0483) and have Certification as an Arborist by the International Society of Arboriculture (217-355-9411), unless otherwise approved by the Engineer.

The CA shall inspect all work locations and assess the impact of construction on existing trees to remain. If the CA determines that destructive impact is likely, Contractor is required to modify its operations to reduce the likelihood of damage to the fullest extent feasible. Contractor shall be responsible to schedule its operations in a manner that will permit the CA to view areas after removals and prior to construction, as necessary.

The CA shall spot-check representative operations and modifications employed to protect existing trees. A preliminary identification of trees that may potentially be impacted has been made by the Engineer. The CA shall check these and other locations to assure adequate protective measures are taken.

There shall be no separate payment for the services of the CA. All costs for the CA shall be included in the prices bid for appurtenant work.

**308-4.10.2 Conservation Methods.** Manual operations shall be employed for the removal of sod and soil to establish a finished grade within 4 feet of existing trees to remain.

Tree root systems must remain adequate to withstand heavy windstorms.

Construction equipment, materials, sand, soil, gravel, or other material shall not be placed, parked or stored on the surface of any unpaved areas within the driplines (outermost reach of branches) of street trees. No chemicals, rinstates, or petroleum products shall be deposited within the driplines of street trees.

**308-4.10.3 Root Barrier and Pruning.** No root pruning allowed within the center median east of the intersection of Van Ness Avenue and Torrance Boulevard. In other areas, roots shall be pruned immediately adjacent to the edge of the sidewalk and the back of curb. Cuts shall be 4-inches wide and 14-inches and 18-inches deep adjacent to sidewalk and curb and gutter respectively. The cuts shall extend 6 feet in each direction along the curb from the center of the tree trunk for a total length of 12 feet or as directed by the Engineer.

BEFORE ANY ROOT PRUNING IS CONSIDERED ON ANY EUCALYPTUS TREES, CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER. SPECIFICALLY, NO ROOT PRUNING BY CONTRACTOR OR ITS ARBORIST FOR THE EUCALYPTUS TREE ON THE NORTHEAST CORNER OF TORRANCE BLVD AND MADRONA AVENUE. CITY WILL PROVIDE ROOT PRUNING SERVICES AT THIS LOCATION.

Root pruning equipment shall be specifically designed for this purpose, sharpened adequately to sever roots in a clean manner, and equipped with padded tracks or rubber tires to prevent scraping or marking of the roadway or curbs.

Areas root pruned shall be backfilled with Class "C" topsoil either immediately upon completion of root pruning or upon completion of the adjacent work provided that adequate

safety and warning devices are placed and maintained at each location.

The Contractor shall repair or replace all utility service connections and sprinkler systems within the right-of-way which are damaged or removed as a result of the root pruning operation. Repairs shall be initiated immediately upon the occurrence of damage or removal and completed by the end of each working day. Repairs and replacements shall be the equivalent of, or better than, the existing improvements in material, dimension, and function. All repairs shall be at the Contractor's expense and to the satisfaction of the Engineer.

When constructing or replacing driveway approaches, roots shall not be cut by means of mechanical root cutting machines. If root removal is essential to driveway construction, roots shall be manually cut using hand implements with guidance from the CA.

Exposed tree roots shall be covered with mulch and watered from a period immediately following curb and gutter removal, until the area is backfilled following construction.

The root barrier shown in City of Torrance Standard Plan No. T402 is hereby deleted from this project.

**308-4.11. Payment.** Payment for root pruning shall be included in the Contract Unit Prices for appurtenant items of work for which it is required and no additional compensation will be allowed therefore.

**308-4.11 SOD** Add the following:

The type of sod shall be Marathon II, Species Dwarf Tall Fescue, Variety Encore or approved equal.

#### **308-4.11.1 PAYMENT**

Full compensation for the materials and application of sod shall be in conformance with Section 308-4.8.3 of the standard specifications and shall be considered as included in the bid price per square foot for SOD.

### **308-5 IRRIGATION SYSTEM INSTALLATION**

**308-5.1 General.** Add to the last paragraph:

The record drawings of the irrigation system shall show locations and depths of the following items:

- a) Points of connection.
- b) Routing of sprinkler pressure lines (dimension at a maximum of 100 feet along routing).
- c) All gate valves.
- d) Quick coupling valves.
- e) Rerouting of control wires.
- f) Other related equipment (as directed by Engineer).

The Contractor shall verify the water pressure available at the site before installation of the irrigation system to make sure there is adequate pressure to properly operate the irrigation

heads and valves. If the pressure provided at Work site or any other Work condition will create problems that will prevent proper operation of the irrigation system, the Engineer shall be notified before commencement of any work.

Minor additions and adjustments of heads, piping, and circuits shall be made at no additional cost to the CITY where it is necessary to make the irrigation system operate properly.

**Irrigation system shall comply with Assembly Bill 1881.** This includes, but is not limited to, a moisture sensor irrigation controller and low flow sprinkler heads.

Contractor shall provide a qualified supervisor who shall be present at all times during execution of the work. He shall be familiar with the type of materials being installed and the manufacturers' recommended methods of installation, and direct all work performed under this section.

Temporary repairs: At any time the Contractor is not available, the CITY reserves the right to make temporary repairs as necessary to stop leaks and keep the sprinkler system in operating condition, and to charge the Contractor for labor and materials associated with such repairs.

Inspections: The CITY representative will inspect as follows. Contractor shall request inspections at least 48 hours in advance, and shall not cover any work to be inspected prior to inspection.

- Preconstruction conference, prior to any irrigation work under this section.

- During flushing of lines.

- During pressure tests.

- During coverage tests.

- Final observation of completed installation prior to start of 90 day maintenance period.

- At completion of the maintenance period.

Record Drawings: Contractor shall mark on reproducible copies of the irrigation plans the installed locations of all main lines, control valves, controllers, quick coupler valves, and plugged or capped outlets by measured dimensions. Measurements shall be taken from permanently established points of paving or curbs. Depth of main lines shall be shown below finished grades. Record drawings shall be kept on site for daily observation by the CITY representative, and final corrected drawings delivered to the CITY before acceptance of the work. Delivery of drawings does not relieve the Contractor of responsibility to provide any further information that may be omitted from the prints.

## **308-5.2 Irrigation Pipeline Installation**

### **308-5.2.1 General.** Add the following:

Trenching machines or other mechanical means of excavation shall not be used for excavation of trenches where such use may damage existing improvements. However, in any case, the Contractor will be held responsible for any damage to existing improvements caused by their operations and any damage so occurring shall be repaired to the satisfaction of the Engineer by and at the expense of the Contractor.

Trenches for pipe shall be cut to required grade, lines, and compacted to provide accurate grade and uniform bearing for the full length of the line. Contractor shall perform minor adjustments to avoid existing utilities as directed without additional cost. "Pulling" of pipe and/or control wires will not be permitted.

Where pipe must be laid under existing paving, it shall be done by jacking, boring, or hydraulic driving. If cutting or breaking of any paving is necessary, it shall be done and replaced with like material at the Contractor's expense after approval by the CITY.

At any location where irrigation pipe has less than 15" of cover due to interferences or other adjustments, the Contractor shall, at its own expense, provide a galvanized sleeve or other protection to the satisfaction of the Engineer. No extra costs shall be allowed for this protection.

**Backfilling:** Backfill shall not be placed until the installed irrigation system has been inspected, approved, and tested in the presence of the CITY representative. Backfill material shall be clean site soil. Unsuitable material, including clods and rocks over 2 inches in size, shall be removed from the premises and disposed of legally at no extra cost to District. No large or sharp rocks shall bear directly on the pipe. All backfilling in landscape areas shall be done carefully and shall be properly tamped to 85% compaction. Backfill under asphalt pavement, roads, etc., shall be compacted with not less than 95% of Modified Proctor Dry Density attained in any subgrade or sub-base layer for pavement construction.

Unless otherwise directed by the Engineer, pressure piping shall be provided with PCC thrust blocks. Thrust blocks shall be constructed at the following places:

- a) Where pipe changes direction at fittings.
- b) Where pipe changes size.
- c) Where line terminates.
- d) Around gate valves (bottom half of valve in concrete; bolts exposed for change of top half).

**308-5.3 Installation of Valves, Valve Boxes, and Special Equipment.** Modify the second sentence of the fifth paragraph to read:

In lawn areas, such equipment shall be installed in valve boxes as described in 212-2.2.7 of these Special Provisions. Boxes shall be set level on 1 cubic foot (1'x1'x1') of gravel. The top of the box shall be set at grade where adjacent to pavement.

Add the following after the fifth paragraph:

Remote Control Valves shall be installed in accordance with APWA Standard Plans and manufacturer's specifications. Remote control valves shall be 6 inches to 8 inches below finished grade, measured to top of cross arm in "open" position, or as detailed on the Plans.

Master RCV shall be installed adjacent to and downstream of the cross connection preventer.

Pressure Relief Valves shall be installed as shown on the Plans in a locking valve box per 212-2.2.7 of these Special Provisions. Set for 125 lb. operation.

Add to the last paragraph.

Backflow devices shall be installed in accordance with the requirements set forth by the Uniform Plumbing Code, latest edition and latest supplements thereto, on GSP, wrapped and set in PCC per City of Torrance Standard Plan No. T711.

Backflow preventers: Reduced pressure backflow preventers shall be installed in locations shown and as noted and detailed on the Plans. Install per manufacturers' specifications and all local codes and ordinances.

Sterilization: Contractor shall insure that water lines upstream of backflow preventers are sterilized in accordance with AWWA Specification C601. All new water lines shall be sterilized for a minimum of 24 hours and shall meet all test requirements before they are placed in service. Existing water lines that are opened shall be sterilized for the maximum chlorine retention period consistent with the need for service; however, the retention period shall not be less than two hours.

**308-5.4 Sprinkler Head Installation and Adjustment.** Add the following:

Contractor shall field verify all horizontal and vertical site dimensions prior to staking of heads. In the event of discrepancies, immediately notify the CITY. Do not proceed with trenching or installation in these areas until discrepancies have been fully resolved.

Contractor shall not exceed the maximum spacing or the GPM or pipe sizes shown on the Contract Drawings. If spacing demands additional or less materials, adjustments shall be made without additional cost to the CITY.

Sprinkler head installation: Sprinkler heads shall be installed in locations that meet the requirements of Assembly Bill 1881 and per manufacturer's recommendations. There shall be no separate payment to meet the requirements for Assembly Bill 1881. All costs for this work shall be included in the prices bid for appurtenant work.

Reducer tees shall be used at all sprinkler risers where a pipe size changes. Bushings shall not be allowed where reducer tees may be used. PVC saddles shall not be allowed.

Sprinkler head adjustments shall be made by fully opening the sprinkler furthest from the control valve, after setting all shut-off valves in the system to full open position. The manual adjustment of the control valve shall be opened slightly to obtain a 12-inch high spray at the sprinkler mentioned above. After this condition has been met, all other sprinklers in the section shall be adjusted for equal height sprays, regulating the control valve to obtain the catalog rated pressure for the sprinkler installed. Individual heads shall be rotated, nozzles changed to different arcs or throws, and pressure-compensating screens (PCS) added as required to keep sprays within the landscape areas and prevent overspray onto paving. PCS screens and various nozzles shall be provided by the Contractor as necessary at no additional cost to the CITY.

**308-5.4.2 Location, Elevation, and Spacing.** Add the following to the first paragraph:

Any deviation to spacing and location of sprinkler heads shall be reported to the Engineer and have his approval before installation.

Add the following:

The Contractor shall coordinate the installation of all sprinkler heads, including pipe, with the Existing Irrigation Reference Plan to avoid interfering with trees or other planting and/or permanent pavement.

No spray from sprinkler heads will be permitted to throw into public streets or onto walks, driveways or parking areas.

**308-5.5 Automatic Control System Installation.** Add the following:

Laying of control wires (24 volt): Lay wires in common trench with main lines wherever possible. Splicing is allowed with 24" expansion loop only in electrical junction box with bolt down lid. Common wire shall be white in color and station wires shall each be a different color and a consistent color throughout runs. Common wire and pilot wires shall be tagged with 1/4" wide embossed plastic labeling tape, showing controller and station number designation. Use plastic electrical tape and bind all control wires in bundles at 10-foot intervals. All splices shall be waterproof.

Installation of automatic controller and related appurtenances: Controller, automatic rain shutoff, and controller enclosure shall be installed in the location and as noted and detailed on Plans, and per manufacturer's recommendations.

Controller programming: Automatic controller shall be programmed by the Contractor in coordination with the CITY's maintenance personnel, as appropriate to provide adequate water to new and existing plantings for prevailing weather conditions.

#### **308-5.6 Flushing and Testing.** Add the following:

Flushing pressurized main lines: Mains shall be flushed before attaching remote control valves or quick coupler valves, with pipe centerloaded. All water discharged during flushing shall be temporarily piped up and out of trenches, to keep trenches dry for pressure tests to follow. Install valves after approval of flushing procedure by CITY.

Flushing non-pressurized lateral lines: Laterals shall be flushed before sprinkler heads are installed. Cap all risers, apply pressure, remove caps in sequence starting at cap nearest the control valve. Replace caps before removing caps to follow; continue to end of each lateral. Flush until all foreign matter and mud is cleared of the system. Contractor to provide all materials needed for flushing operations.

Pressure testing: All pressure lines shall be tested after flushing under hydrostatic pressure of 125 lbs per square, and all non-pressure lines shall be tested for water tightness. Contractor shall provide all equipment for hydrostatic test, including force pump and pressure gauges. Pressure shall be sustained without pressure drop in main lines for not less than two hours. If leaks develop, the joints shall be replaced or leaks corrected in a mechanical manner without use of epoxy filler or other filler compounds, and the test repeated until the entire system is proven watertight. Tests shall be observed and approved by the CITY prior to backfill or before burial and concealment of lines.

Coverage test: Upon completion of each phase of the work, Contractor shall check and adjust each sprinkler head to meet the site and Plan requirements. When the sprinkler system is completed, Contractor shall perform a coverage test in the presence of the CITY representative, to determine that water applied to planting areas is complete and adequate. Contractor shall furnish all materials and perform all work required to correct any coverage inadequacies at no additional cost to the CITY. Contractor shall inform the CITY of any deviation from the plan required due to wind, planting, soil or site conditions that may affect proper coverage.

Add the following subsections:

**308-5.7 Controller Charts.** Upon completion of the Work, the control system shall be in operating condition with an operational chart mounted in the controller cabinet.

The Contractor shall provide two controller charts for each controller supplied showing the



area covered by the automatic controller on the maximum size sheet which the controller or controller cabinet door will allow. The chart may be a reduced drawing of the actual as-built system. However, in the event the controller sequence is not legible when the drawing is reduced, it shall be enlarged or redrawn to a size that will be readable.

The chart shall be a blackline print, and a different color shall be used to show area of coverage for each station.

When completed and approved, one of the charts shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils. thick. This chart shall be mounted using Velcro or approved equal type of tape. The other chart shall be given to the Engineer.

These charts shall be completed and approved prior to final inspection of the irrigation system.

**308-5.8 Electrical Service and Meters.** The electrical meter exists on site.

### **308-6 MAINTENANCE AND SOD ESTABLISHMENT**

Replace the entire subsection with the following:

The Establishment and Maintenance Period shall begin on the first day after all planting in this Work is completed and accepted, and shall continue thereafter until 90 calendar days have passed. Notify the Engineer at least seven (7) days in advance of completion. Failure by the Contractor to notify the Engineer will delay the start of the Establishment and Maintenance Period.

Should the Establishment and Maintenance Period be extended beyond the prescribed 60 calendar days because of rejection by the Engineer for whatever reason, the entire installation shall remain the responsibility of the Contractor unless otherwise determined by the Engineer. Any rejected material shall be replaced and the 60 calendar day Establishment and Maintenance Period shall be restarted from that time for the replaced material only.

All areas landscaped or restored under this Contract shall be maintained by the Contractor. The Contractor, without any expense to the CITY, shall weed the planted areas as needed and shall remove all accumulated debris from the landscaped areas as needed and/or as called for by the Engineer.

One month after planting and once again at the end of the 90 calendar day Establishment and Maintenance Period, Contractor shall fertilize plants with 12-12-12 (N-P-K) commercial fertilizer at the rate of fifteen (15) pounds per 1,000 square feet of planting area, or as otherwise recommended in the Agricultural Soil Suitability Report.

Apply Iron Sequestrene as specified by the manufacturer immediately at the onset of any symptom of iron chlorosis. Repeat fertilization monthly for duration of maintenance period.

The above fertilization schedule may be revised by the Engineer if, in his/her opinion, optimal plant health and growth is not being obtained. The Contractor shall comply with all changes as directed.

Contractor shall continuously maintain, monitor, and adjust the irrigation system for 90 calendar days following completion as designated by the CITY. Maintenance shall include repair or replacement of defective equipment, repair of leaks, adjustment of heads, valve

boxes, and other equipment to grade, filling of trenches where grade settles, adjustment of sprinkler throw patterns, addition of pressure reducing screens, flushing debris from nozzles, programming of controller as appropriate for weather conditions and plant establishment, and other work as directed by the CITY.

The Contractor shall be responsible to provide adequate water to all plants without over-watering. Water conservation is mandated. The Contractor shall obtain approval from the Engineer for its proposed irrigation schedule and any changes thereto.

All sprinkler heads, valve boxes, quick coupler valves, and any other equipment that may be damaged by landscape maintenance shall be set flush to finish grade, or as shown on the Plans, prior to final acceptance. Contractor shall replace any equipment damaged during the Contractor's Maintenance Period at no cost to the CITY.

All equipment shall be checked and adjusted as necessary in height, location, performance, and appearance prior to final acceptance. All damaged items shall be replaced with new materials of same kind at no cost to the CITY.

Items to be furnished by Contractor: Controller maintenance charts - provide hermetically sealed plastic covered charts in each automatic controller, showing only the systems operated by that controller. Charts to be as large as possible to fit door and meet approval of the CITY before being acceptable for insertion in plastic. Charts to be in controllers prior to the final observation. At the time of final acceptance, the Contractor shall deliver the following items to the CITY:

- One control valve key, 30" long, for every six remote control valves installed.
- Two special wrenches suitable for operating each type of shut-off valve installed.
- Two tools for disassembly and assembly or adjustment of each type of equipment used in this installation requiring special tools.
- One valve box key for every six lock lid valve boxes used in this installation.
- Two keys for automatic controller enclosure.
- Two quick coupler keys with hose-end fittings
- Operating instructions and parts lists, as printed by manufacturer of each type of equipment used.
- List of equipment with contact information for local manufacturer representatives.

### **308-7 GUARANTEE**

Add the following:

The Contractor, without expense to the CITY, shall adjust all irrigation heads to their appropriate operational heights, shall adjust and clean or replace, if necessary, all irrigation heads so that the planting areas are properly covered and they shall be adjusted so as to prevent excessive overflow into the adjacent street right-of-way.

The CITY reserves the right to make temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the CITY shall not relieve the Contractor of its responsibility under the terms of the Contract as herein specified.

Maintenance shall be done by qualified and experienced irrigation pipefitters.

### **308-8 PAYMENT**

Add the following subsections:

**308-8.1 Payment.** Payment for providing and installing prepared topsoil, furnishing and planting sod shall be per the Contract unit price for "SOD".

Full compensation to install the specified bid items, as shown on the Plans and in accordance with these Special Provisions, shall include installation of the tree well, providing mulch, prepared topsoil, backfill, restoration of adjacent grass and parkway, and all appurtenant work.

**308-8.2. Payment.** Payment for Sod Establishment and Maintenance shall be per the contract unit price for "60 DAY SOD ESTABLISHMENT & MAINTENANCE". Payment for Landscaping shall include full compensation for all tools, materials, labor, equipment, water and incidentals to complete this work in accordance with the Plans and Special Provisions.

## **SECTION 310 - PAINTING**

### **310-5 PAINTING VARIOUS SURFACES.**

**310-5.6 Painting Traffic Striping, Pavement Markings and Curb Markings.** Delete the entire subsection 310-5.6 and replace with Sections 84-1 and 84-2 of the Caltrans Standard Specifications.

The Contractor shall paint red curb markings as shown on the signing and striping plans. When street addresses painted on curb faces have been eliminated due to work associated with this contract, each street address shall be restored by painting on the face of new curb. Background shall be white in color and address numbers shall be black in color and 4 inches in height. Existing paint markings on curbs shall be removed prior to applying the new paint markings.

**84-1.01 Description.** Replace the first two paragraphs with the following:

This work shall consist of applying thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications and Special Provisions.

The thermoplastic material shall conform to the provisions of 84-2.02 of the Caltrans Standard Specifications.

**84-2.06 Payment.** Replace the entire subsection with the following:

Payment for traffic striping and pavement marking shall be on a lump sum basis per the Contract Unit Price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, necessary to complete the Work.

All costs for establishing alignment of traffic stripes, pavement markings, layout, temporary pavement painting, and sandblasting of existing lines and markings shall be included and no extra costs will be allowed.

## **SECTION 312 – PAVEMENT MARKER PLACEMENT AND REMOVAL**

Delete the entire Section 312 and replace with Sections 85-1.06, 85-1.07 and 85-1.09 of the Caltrans Standard Specifications.

**85-1.06 Placement.** Add the following:

The solid 4" white lines at intersections shall be 50-feet in length and have a marker installed at each end. These markers shall be placed on the line.

Markers shall not be installed on bike lane striping.

**85-1.09 Payment.** There shall be no separate payment for pavement markers. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing pavement markings, complete in place, including adhesives and establishing alignment for pavement markers, as shown on the Plans, and specified in these Special Provisions shall be included in the Contract Unit Price for traffic signing, striping, markings and pavement markers as described in Section 84-2.06 of these Special Provisions.

## **SECTION 315 - SIGNAGE**

Add the entire Section 315.

**315.1 ROADSIDE SIGNS.** All signs shall be installed in accordance with the requirements of Section 56-2.03 of the Caltrans Standard Specifications, Caltrans Standard Plans and these Special Provisions. Roadside signs shall be installed at the locations shown on the Plans or where directed by the Engineer.

All signs shown on the signing and striping plans shall be new signs provided and installed by the contractor, except for existing signs specifically indicated to be relocated or to remain.

All signs shall be of 3M Diamond Grade Cubed, with 1160 protective anti-graffiti overlay film and matched components system warranty (12 years) on 0.080 Aluminum with "Torrance" on the border.

**56-2.03 CONSTRUCTION.** Delete the third paragraph and last sentence of the eleventh paragraph.

Delete the entire subsection 56-2.05.

**56-2.06 PAYMENT.** Replace the entire subsection with the following:

Payment for roadside signs shall be per unit per the Contract Unit Price and shall include all labor, materials, tools, equipment, and individuals, and for doing all the work involved in furnishing and installing roadside signs, complete in place, as shown on the Plans and these Special Provisions, and as directed by the Engineer.

**SECTION F**

**SUPPLEMENTAL SPECIAL PROVISIONS FOR  
WORK WITHIN STATE RIGHT OF WAY**



STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
ENCROACHMENT PERMIT GENERAL PROVISIONS  
TR-0045 (REV. 05/2007)

1. **AUTHORITY:** The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 2, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
8. **PLAN CHANGES:** Changes to plans, specifications, and permit provisions are not allowed without prior approval from the State representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This permit is invalidated if the permittee has not obtained all permits necessary and required by law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.  
  
Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways - 30', conventional highways (no curbs) - 20', conventional highways (with curbs) - 15'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
17. **CARE OF DRAINAGE:** Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN RIGHT OF WAY:** Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et seq.).

19. **RIGHT OF WAY CLEAN UP:** Upon completion of work, permittee shall remove and dispose of all scrap, brush, timber, material, etc. off the right of way. The neatness of the highway shall be as it was before work started.
  20. **COST OF WORK:** Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
  21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual cost at the currently set hourly rate for encroachment permits.
  22. **AS-BUILT PLANS:** When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
    1. Upon completion of the work provided herein, the permittee shall send one volume or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
    2. All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
    3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
    4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged signing and striping.
    5. As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
    6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
  23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
  24. **BONDING:** The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 5-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.
  25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
  26. **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
  27. **PREVAILING WAGES:** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 "Golden Gate" Avenue, San Francisco, California 94102.
  28. **RESPONSIBILITY FOR DAMAGE:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.



The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above, regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

29. **NO PRECEDENT ESTABLISHED:** This permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.

4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

Permittee understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. **PRIVATE USE OF RIGHT OF WAY:** Highway right of way shall not be used for private purposes without compensation to the State.

34. **FIELD WORK REIMBURSEMENT:** Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.

35. **NOTIFICATION OF DEPARTMENT AND TMC:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.

36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.

37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code Section 4216 et seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.



Any public utility or public corporation who lawfully maintains a utility encroachment, or their agent, may perform routine or emergency maintenance on such facility in accordance with the following provisions:

**UE1. EXCLUSIONS:** These provisions do not authorize tree trimming, work on freeways, expressways, aerial capacity increase on designated "Scenic Highways," or other activities not specifically provided for in this permit.

**UE2. POSSESSION OF PERMIT REQUIRED:** The permit or a copy thereof shall be kept at the work site and must be shown to any Department representative or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**

**UE3. NOTICE REQUIRED:** The permittee shall notify the Department's representative and the Transportation Management Center (TMC) 7 days before initiating a lane closure. A conformation notification should occur 3 days before closure. In emergency situations that may impact traffic, TMC and the Department's representative shall be notified as soon as possible.

**UE4. STANDARDS OF WORK:** All work shall conform to recognized standards of utility construction and Department's current Standard Specifications.

**UE5. EMERGENCY REPAIRS:** The permittee may make emergency repairs, alter traffic flow, and excavate through improved surfaces only when breaks in the conduit, cable, or pipeline over or under the pavement presents a definite public hazard or serious interruption of essential services. In such cases, the Department's representative shall be notified immediately.

**UE6. OPEN EXCAVATIONS:** No excavation shall be left open after daylight hours unless specifically authorized and adequate protection for traffic is provided in accordance with General Provisions, "Public Traffic Control." Backfill and pavement replacement shall be performed in accordance with General Provisions, "Restoration and Repairs in Rights of Way."

**UE7. TRAFFIC CONTROL HOURS:** Work requiring traffic control shall be conducted between 9:00 a.m. and 3:00 p.m. or as otherwise authorized by the Department's representative.

**UE8. WORK PERMITTED --AERIAL:**

1. Install additional capacity (in the same location), except facilities over the traveled way, on designated "Scenic Highways," or on Structures.
2. Maintain, inspect, remove, repair or replace (in the same location) all aerial facilities except over the traveled way or on Structures. Permittee is authorized to clear grasses from around base of poles and excavate around poles for inspection, including tamping and

straightening. This permit does not authorize the use of herbicides or other chemicals. A separate encroachment permit must be applied for and issued for that purpose.

3. Perform insulator washing and interconnect splicing of cables.
4. Install or remove service connections with potential to ground of 300 volts or less, except over the traveled way.
5. Install, maintain, remove, repair or replace aerial service connections with potential to ground of 300 volts or less, over the traveled way when specifically stated in permit.
6. Installations and clearances shall be equal to those required by either the State of California Public Utilities Commission orders or the California Occupational Safety and Health Regulations (CAL-OSHA), Division of Industrial Safety, Safety Orders, promulgated in the California Code of Regulations, Title 8, Chapter 4, whichever is greater.

**UE9. WORK PERMITTED --UNDERGROUND:**

1. Maintain, inspect, remove, repair or replace (in the same location) all underground facilities except those requiring trenching in the traveled way.
2. Install additional capacity in existing ducts except for facilities not in compliance with the Department's current "Manual on High and Low Risk Facilities within Highway Rights of Way" or on Structures.
3. Install air flow monitoring transducers and piping in existing ducts.
4. Barholing, potholing, cleaning, rodding and placing float ropes.
5. Adjust access cover to grade and replace in kind or with larger size pull boxes.
6. Interconnect splicing of cables.
7. Install service connections perpendicular to the highway using either directional drilling jacking and boring, or trenching methods as determined by the District Permit Engineer. Electrical service is restricted to a potential to ground of 300 volts or less. Gas and domestic water services are restricted to 2" (51 mm) in diameter or less.
8. Permanent pavement patching for work authorized by this permit.

**UE10 FAILURE TO COMPLY:** Failure to comply with the terms and conditions above shall be grounds for permit revocation.



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**ENCROACHMENT PERMIT UTILITY MAINTENANCE PROVISIONS**  
TR - 0161 (Rev. 6/2000)

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Any public utility or public corporation who lawfully maintains a utility encroachment, or their agent, may perform routine or emergency maintenance on such facility in accordance with the following provisions (unless updated at some future time, thence the future provisions shall govern.

**UM1. EXCLUSIONS:**

These provisions do not authorize tree trimming, work on freeways, expressways, or other activities not specifically provided for in this permit.

**UM2. POSSESSION OF PERMIT REQUIRED:**

The permit or a copy thereof shall be kept at the site of the work and must be shown to any Department's representative or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**

**UM3. NOTICE REQUIRED:**

The permittee shall notify the Department's representative and the Transportation Management Center (TMC) 7 days before initiating a lane closure. A conformation notification should occur 3 days before closure. In emergency, situations that may impact traffic, TMC and the Department's representative shall be notified as soon as possible.

**UM4. STANDARD OF WORK:**

All work shall conform to recognized standards of utility construction and the Department's current Standard Specifications.

**UM5. EMERGENCY REPAIRS:**

The permittee may make emergency repairs, alter traffic flow, and excavate through improved surfaces only when breaks in the conduit, cable or pipeline over or under the pavement present a definite public hazard or serious interruption of essential service. In such cases, the Department's representative shall be notified immediately.

**UM6. OPEN EXCAVATIONS:**

No excavation shall be left open after daylight hours unless specifically authorized and adequate protection for traffic is provided in accordance with the General Provisions "Protection of Traffic."

Backfill and pavement replacement shall be performed in accordance with the applicable General Provisions (i.e., "Restoration and Repairs in Rights of Way").

**UM7. SERVICE CONNECTION:**

These provisions do not authorize installation of conduit, cable, gas, or water service connections within State rights of way, regardless of the location of the main, existing conduit, or cable.

All new underground or pipe abandon services must be covered by individual permits. See Section "OH 4" regarding service connections for aerial wires.

**UM8. ROUTINE INSPECTION AND MAINTENANCE:**

**1. Routine Maintenance and Inspection:**

Roadbed work shall be conducted between 9:00 a.m. and 3:00 p.m., or as otherwise authorized, in writing, by the Department's representative.

**2. Manholes:**

The permittee may open existing manholes to repair underground cables. Where the manhole lies within the improved surface of the highway, the permittee will provide adequate protection for traffic in accordance with the General Provisions "Public Traffic Control".

**3. Excavations:**

Routine inspection and repair of pipeline and cables shall:

A. Not be made in improved surfaces, landscaped areas or closer than 10' (3.04 m) to the edge of the pavement without a special permit; and

B. Not uncover more than 50' (15.24 m) of line at any one time.

**4. Pole Lines:**

Permittee is authorized to:

A. Stub, or reset existing pole, provided no change in location of pole or anchor is made. Stubs and anchors must not be placed between existing pole and traveled way.

B. Replace poles, guy poles, and crossarms in same location limited to two (2) consecutive poles. No additional poles or guys poles are authorized under this routine maintenance provision.

C. Replace broken pins and insulators, repair broken wires, pull slack wires, and replace or pull broken or slack guys.

D. Repair and complete transfer work on existing aerial cables.

E. Install new and replace existing transformers on existing poles.

F. Replace aerial wires and crossarms on existing poles except where wires cross the highway. Unless otherwise specifically required by the Department, protected cable, tree wire or plastic tree wire guard used for communication lines may be used through trees where necessary, provided the appearance of the tree or the tree itself will not be damaged. *This section (F) does not apply to scenic highways.*

G. Installations and clearances shall be equal to those required by either the California Public Utilities Commission Orders or the California Occupational Safety and Health (CAL-OSHA) Safety Orders, whichever is greater. *Also see "OH 2" of the Overhead Utility Provisions.*

H. Clear grass from around base of poles and excavate around poles for inspection, including tamping and straightening. The use of herbicides or other chemicals is not authorized by this permit. A separate encroachment permit must be applied for and issued for that purpose.

**SPECIAL PROVISION "A"**

(attached to all Permits) REV 05/11/05 (Page 1 of 2)

1. Should there be any discrepancy between the terms of this permit and the plans attached hereto, the State permit inspector will determine which shall prevail.
2. Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the permittee shall close the adjacent traffic lane unless otherwise provided in the permit:

Approach speed of public traffic  
(posted limit) km/h

Work Areas

Over 45mph (70km/h)  
45mph (70km/h) and Under

Within 6' (1.8m) of a traffic lane  
Within 3' (0.9m) of a traffic lane

3. Any work authorized by this permit which requires traffic diversion and/or traffic interruption, including sidewalks and bike paths, shall be approved by the State permit inspector.
4. Unless noted in the permit or otherwise authorized by the State permit inspector, the normal working hours of permitted traffic control shall be limited to the hours of 0900 to 1500 Monday through Friday. Traveled way needs to be open for public traffic at all other times, including designated legal holidays and when construction is not actively in progress.

Designated legal holidays: January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the first Monday in September, November 11, the fourth Thursday in November and December 25.

5. The permittee shall provide adequate protection of traffic in accordance with the current traffic control requirements of the Caltrans Standard Specifications Section 7-1.08 (Public Convenience), Section 7-1.09 (Public Safety) and Section 12 (Construction Area Traffic Control Devices).
6. Permittee shall be responsible for notifying their contractor and all subcontractors of the provisions of this permit. The permittee's contractors/subcontractors are required to have the signed original permit (and double permit when required) or a copy with all special provisions and permit plans, at the job-site, at all times while work is being conducted.
7. Caltrans is not a member or subscriber of USA (Underground Service Alert); Caltrans underground facilities are not located by USA. The permittee and/or permittee's contractor assumes the responsibility for the payment of all costs incurred by the State in repairing facilities damaged during construction. Requests for relocation of facilities for the permittee's convenience must be made in writing with the permittee assuming all costs.
8. All conflicting lane lines and pavement markings shall be removed by sandblasting, pellet blasting, grinding or air blasting as approved by the State permit inspector. Traffic tape may be used for the temporary delineation and covering of lane lines/pavement markings as approved by the State permit inspector.
9. A survey of the permittee's property may be required to verify compliance with approved plans at no cost to the State.

**SPECIAL PROVISION "A"**

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10. Should work take place between October 15 and April 15, permittee shall obtain a long-range clear weather forecast before breaking into a main line storm drain. Constructions of facilities connecting into the mainline will be permitted only during a clear weather forecast that is acceptable to the State permit inspector. Once operations are initiated, the work shall be conducted in a continuous manner until completed.
11. Abandoned pipes shall be sealed at both ends with 8" (200mm) brick and mortar or 6" (150mm) thick concrete plug. When facilities are allowed to be abandoned in place, backfilling with sand or other measures may be required. This is mandatory for all conduits 12" (300mm) in diameter or larger.
12. In the event that all work is within the working area of a State highway construction project, no work shall be started until all arrangements have been made with the State contractor and State resident engineer, to avoid any and all conflict or delay to the State contractor.
13. Permittee shall fully conform to the requirements of the Caltrans statewide NPDES Storm Water Permit, Order No. 99-06-DWQ. NPDES No. CAS000003 was adopted by the State Water Resources Control Board on July 15, 1999. The permittee shall also conform to the requirements of the General NPDES Permit for Construction Activities and any subsequent General Permit in effect at the time of issuance of this encroachment permit. These permits regulate storm water and non-storm water discharges associated with year round construction or special event encroachment activities.
14. The permittee shall utilize best management practices (BMP's) that conform to the requirements of the most current edition of "Caltrans Storm Water Quality Handbooks, Construction Site Best Management Practices to prevent the transport of pollutants and/or erosive soils to storm drains or to a body of water. The permittee shall be solely responsible to prepare, in accord with good management practices, a Storm Water Pollution Prevention Plan or Water Pollution Control Plan which will satisfy the Regional Water Quality Control Board if applicable. Permittee shall be responsible for reimbursement of fines levied against Caltrans due to permittee's failure to comply with the Regional Water Quality Control Board rules and regulations within the State's right of way.

Permittee shall provide and install erosion control measures as directed by the State permit inspector or Caltrans storm water coordinator. Permittee shall be responsible to mitigate for storm water siltation within or entering the State right of way as a result of the proposed construction. Erosion control measures may consist of (but not limited to) gravel bags, straw bales and silt fencing.



The following standard plans may be referenced and are available at [www.dot.ca.gov](http://www.dot.ca.gov):

- Standard Plan T-10, Lane Closure on Freeways and Expressways
- Standard Plan T-10A, Lane and Complete Closures on Freeways and Expressways
- Standard Plan T-11, Lane Closure on Multilane Conventional Highways
- Standard Plan T-12, Lane Closure on Multilane Conventional Highways (closing of half roadway).
- Standard Plan T-13, Lane Closure on Two Lane Conventional Highways
- Standard Plan T-14, Ramp Closure
- Standard Traffic Handling Plans for Ramp Closures and Detour signs, (Sheets 1 & 2).

This Special Provision "Q" is to be used as minimum specifications for maintaining traffic and lane/ramp closures.

#### I. MAINTAINING TRAFFIC

1. It is the Permittee's responsibility to provide for the safety of traffic and the public during operations associated with this permit.
2. All public traffic shall be permitted to pass through the construction zone with as little inconvenience and delay as possible.
3. No traffic control shall be allowed during rainy, foggy or inclement weather.
4. A California licensed contractor, possessing a valid Class A (General Engineering Contractor) or Class C-31 (Construction Zone Traffic Control Contractor) license, shall perform all traffic control.
5. Contractors operations shall be conducted in such a manner as to cause a little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, and buildings along the line of work shall be maintained.
6. Permittee shall use traffic-handling equipment and devices in accordance with Section 12, "Construction Area Traffic Control Devices," of the State of California Standard Specifications. These specifications are applicable to flagging, signs, and all other traffic control devices furnished, maintained, and removed.
7. Signs, lights, flags and other warning devices and their use shall conform to the requirements set forth in the current California Manual on Uniform Traffic Control Devices (MUTCD).
8. Permittee shall obtain a closure number from the State permit inspector and notify Caltrans District Communication Center by telephone at (213) 897-0383 immediately prior to installation on a lane/ramp closure. Inform Caltrans' dispatcher the "10-97 closure number \_\_\_\_\_" before closure installation, and the "10-98 closure number \_\_\_\_\_" after closure has been removed with lane/ramp opened to traffic. Permittee shall also provide the Caltrans' dispatcher with an on-site phone number where information regarding this permit may be readily obtained during the closure period.
9. Flaggers shall perform their duties and be provided with the necessary equipment in accordance with the current "Instructions to flaggers" of the Department of Transportation and as provided in the permit.

DEPARTMENT OF TRANSPORTATION - DISTRICT 7  
SPECIAL PROVISION "O" TRAFFIC CONTROL  
REV 05/05 (Page 2 of 3)

10. Existing traffic signals and highway lighting shall be kept in operation during progress of the work.
11. Flashing beacons are required for all night lane closures.
12. At least one person shall be assigned to provide full time maintenance of traffic control devices, unless otherwise directed by State Permit Inspector.
13. All lane closures on multilane highways shall be made using approved flashing arrow signs. The State permit inspector shall close down any project found to have such a lane closure without the required flashing arrow signs.
14. Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.
15. If portable changeable message sign (CMS) is required by the permit, then the CMS shall be furnished, placed, operated, and maintained at the location specified in the permit or as directed by the State permit inspector in conformance with the State of California Standard Specifications, Section 12.

II. TEMPORARY PAVEMENT DELINEATION

1. ~~Whenever the work~~ causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline and/or centerline pavement delineation shall be provided at all times for roadway open to public traffic.
2. The permittee shall perform all work necessary to establish the alignment of temporary pavement delineation, including required lines or marks. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.
3. The minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 24' (7.3m). The temporary pavement markers shall be the same color as the pavement markers replaced.
4. Temporary pavement markers shall be, at the option of the permittee, either temporary pavement markers for short term day/night use (14 days or less) or long term day/night use (6 months or less).

DEPARTMENT OF TRANSPORTATION – DISTRICT 7  
**SPECIAL PROVISION “O” TRAFFIC CONTROL**

REV 05/05 (Page 3 of 3)

5. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer; epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.
6. If the permanent pavement delineation is not placed within 14 days, the permittee shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the State permit inspector.
7. Temporary pavement delineation for edgelines shall, at the option of the permittee, consist of either a solid 4" (100-mm) wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or traffic cones or portable delineators placed at longitudinal intervals not to exceed 50' (15 m). The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the State permit inspector. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the permittee shall provide personnel to remain at the project site to maintain the cones or delineators.
8. Temporary pavement delineation including pavement markers, removable traffic tape, and underlying adhesives which are applied to the final layer of surfacing or existing pavement to remain in place or which conflict with a subsequent or new traffic pattern shall be removed when no longer required for the direction of public traffic as determined by the State permit inspector.

**III. TEMPORARY RAILING & CRASH CUSHION**

The placing of temporary railing (Type K) and temporary crash cushion shall conform to the requirements of State of California Standard Specifications Section 12-3.08 "Temporary Railing". Temporary railing (Type K) and crash cushion placements shall conform to the details shown on State of California Standard Plans T2 and T3.



## **APPENDIX I**

### **CITY OF TORRANCE PERMIT AND BUSINESS LICENSE**





City of Torrance, Community Development Department  
**Permit Application Form**

3031 TORRANCE BLVD. • TORRANCE, CA 90503

**OWNER/APPLICANT INFORMATION**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

Evacuation permits will not be issued without  
USAID number.

Underground Service Alert  
Call 1-800/227-2600

USAID #: \_\_\_\_\_

**CONTRACTOR INFORMATION ON FILE**

State License #: \_\_\_\_\_  
Class: \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
City Business #: \_\_\_\_\_  
Workers Comp. #: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_

**JOB LOCATION/ADDRESS**

*(or closest street address)*

Please list cross streets: \_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF WORK**

\_\_\_\_\_  
\_\_\_\_\_

Lin/Ft Trench _____	Width of Trench _____	Lin/Ft Curb & Gutter _____
Lin/Ft Bore _____	Sewer Connection _____	Number of Curb Drains _____
Sq/Ft Asphalt _____	Sq/Ft Concrete _____	Sq/Ft Dirt _____

Work Order Number (for utility companies): \_\_\_\_\_

Applicant or Authorized Signature: \_\_\_\_\_

For further permit information, please call 310/618-5898 or Fax 310/618-2846.

## Contractor Qualification List

Curb/Gutter .....	A(General Engineering) C8(Concrete Contractor)	Sewer Mainline.....	A(General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)
Driveways .....	A(General Engineering) C8(Concrete Contractor)	Storm Drains .....	A(General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)
Sidewalks .....	A(General Engineering) B(General Building) C8(Concrete Contractor)	U/G Utilities .....	A (General Engineering) (Water, Gas or Oil) C34 (Pipeline Contractor)
Street/Alley .....	A(General Engineering) C8(Concrete Contractor) C12(Earth and Paving Contractor)	U/G Electrical.....	A (General Engineering) C8 (Concrete Contractor) C12 (Earth and Paving Contractors)
Sewer Lateral .....	A (General Engineering) C34(Pipeline Contractor) C42(Sanitation Contractor)		

## Contractor Qualification List

- 1) FOR INSPECTIONS 24 hour notice is required, before, during, and after construction. Call 310-618-5898, 7:30 AM – 5:30 PM, to SCHEDULE AN INSEPTION.
- 2) Provide TRAFFIC CONTROL per the "CITY OF TORRANCE CONSTRUCTION TRAFFIC CONTROL PROCEDURES." Street closures shall be per City of Torrance Standard T603. Major street lane closures between 8:30 AM – 3:30 PM only. ONE STANDARD ARROWBOARD REQUIRED FOR EACH LANE CLOSURE.
- 3) Permitt is not valid until two working days after notifying DIG-ALERT of project. USA # \_\_\_\_\_ .
- 4) Do not remove any trees or shrubs without approval of Torrance Tree Supervisor (310-781-6900).
- 5) Contractor will be billed for overtime inspection services. OVERTIME REQUESTS must be submitted for approval 24 hrs in advance.
- 6) Construction site CLEANUP and GRAFFITI removal must be completed prior to finaling of this permit. The work site shall be kept in a well maintained condition. Signage shall be free of graffiti, replaced if bent, vandalized or displays loss of reflectivity. Any graffiti on construction signs must be removed or replaced within 24 hours of notification.
- 7) Any street striping, crosswalk, raised reflective pavement marker or pavement markings damaged by this construction shall be replaced to the satisfaction of the Torrance Public Works Department (310-781-6900).
- 8) THIS PERMIT WILL BE REVOKED if any pollutant is released into or allowed to remain in any component of the city drainage system.
- 9) Trench backfill and pavement repairs shall be per City of Torrance Standard T116.
- 10) Any irrigation system components damaged by this construction shall be replaced to the satisfaction of Park Services (310-618-2930).
- 11) All survey monuments in the project area MUST be located and tied out and a Corner Record filed prior to the start of construction. Also, all destroyed monuments must be replaced prior to receiving final inspection.
- 12) It is the responsibility of the contractor to REPLACE any PAVEMENT removed by this construction.
- 13) The City of Torrance is held harmless from the results of any action or accidents caused by the permittee, his employees, or equipment in the performance of the work described or covered in this permit. Validation of this permit SHALL NOT be held to permit or to be an approval of the violation of any applicable provision of the City Code covering this work, or any other provisions of the City of Torrance Code. In the granting of a Construction & Excavation permit, the Community Development Director may impose such conditions thereon, in addition to those otherwise provided herein, as are reasonably necessary to prevent the proposed operations from being conducted in such a manner as to constitute or create a HAZARD TO LIFE or property or be detrimental to property.



**NOTICE  
CITY OF TORRANCE  
COMMUNITY DEVELOPMENT DEPARTMENT/  
ENGINEERING DIVISION  
NEW INSURANCE REGULATIONS**

The City of Torrance Community Development Department/Engineering Division will be requiring proof of liability insurance from each contractor applying for a Construction & Excavation permit to work in the public right-of-way or in a public easement beginning October 1, 2001. Insurance shall cover contractor and vehicles used in the construction. The attached requirements dated September 20, 2001 will detail the insurance limits.

**All insurance certificates shall have an additional clause that states: *"The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer"* as additional insured.**

Contractors should bring in proof of insurance at the time of application for permit. For major companies that are self-insured, a letter stating this fact and signed by an officer of the firm will be acceptable. Annual insurance may also be kept on file for contractors working periodically within the City of Torrance.

If you have any questions, please contact the Engineering Division Permit Counter at 310-618-5898.

JEFFERY W. GIBSON  
Community Development Director  
City of Torrance

EFFECTIVE 8/11/03

8/11/03

**CITY OF TORRANCE  
COMMUNITY DEVELOPMENT DEPARTMENT/  
ENGINEERING DIVISION**

**PERMIT APPLICATION FORM  
INSURANCE REQUIREMENTS**

Any entity performing work on City streets, right-of-way, and property must comply with the following requirements.

**1. TYPE OF INSURANCE**

Any entity performing work must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

- General Liability including coverage for premises, products and completed operations, underground hazards, independent contractors, personal injury and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.
- Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence AND; Primary Property Damage with limits of at least \$500,000 per occurrence, OR
  - Combined single limits of at least \$1,000,000 per occurrence.
- Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

**2. CERTIFICATES**

- Certificates or an attached endorsement must be provided that contains the following provisions:
  - The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
  - The insurance policies required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days written notice to the City.

**3. FILING REQUIREMENTS**

- Certificates of insurance and/or endorsements must be provided to the Community Development Department, Permits and Records Section, 3031 Torrance Blvd., Torrance, CA 90503, prior to the issuance of the permit.

**4. ADDITIONAL REQUIREMENT**

- Insurance required of any entity performing work will be satisfactory only if issued by companies rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category of a VII or better, unless these requirements are modified or waived by the City's Risk Manager.

Please call the Business License Office at 310-618-5923 for fee amounts. Payment must be submitted with your application.

**FOR OFFICIAL USE ONLY**

1. LICENSE NO. 2. CATEGORY NO.

HOME OCCUPATION HEALTH PERMIT NAICS CODE



City of Torrance, Revenue Division

**Business License Application**

3031 Torrance Boulevard, Torrance, California 90503 • 310/618-5828

**PART I. APPLICANT TO ANSWER ALL QUESTIONS IN THIS SECTION (print or type)**

3. BUSINESS NAME OR DBA		4. CORPORATE NAME (IF DIFFERENT FROM ABOVE)	
5. BUSINESS ADDRESS	CITY	STATE	ZIP
6. MAILING ADDRESS	CITY	STATE	ZIP
7. NATURE OF BUSINESS (state type of business being conducted at this location)		8. NO. OF PERSONS WORKING AT LOCATION	9. BUSINESS PHONE
10. NAME OF PERSON MAKING APPLICATION (state as an owner, partner or corporate officer)		11. TITLE	12. HOME PHONE
13. RESIDENCE ADDRESS	CITY	STATE	ZIP
14. DRIVER'S LICENSE NO.	15. STATE SALES TAX NO.	16. SOCIAL SECURITY NO.	17. FED TAX ID#
18. STATE CONTRACTOR'S LICENSE NO.	19. SQUARE FOOTAGE	20. STATE TAX ID#	21. STATE TAX ID#
22. OWNERSHIP INFORMATION		23. OWNERSHIP	
NAMES OF OWNER, PARTNER, OR PRINCIPAL OFFICERS		HOME ADDRESS	
TITLE		HOME PHONE	
24. OWNERSHIP		25. OWNERSHIP	

I declare that I am the owner, partner, corporate officer or person with the power of attorney, and I understand if all the information provided above is not true the business license being applied for may be revoked as outlined in section 31.9.10 of the Torrance Municipal Code.

I am duly authorized to make this application. All of the information provided in this application is true and correct. The business will not provide any service, good or product which is illegal under Federal, State, or Local Laws. I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE

DATE

**PART II. FOR OFFICIAL USE ONLY**

BASIC FEE	APPLICATION SENT FOR ADJUDGMENT	PROCESSING FEE	PRE-INSP. FEE	OTHER
YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
OTHER (specify)	OTHER (specify)	OTHER (specify)	OTHER (specify)	OTHER (specify)
TEN PERSON FEE	HOLD	ENT FEE	DANCEHALL FEE	
TENACTIVITY FEE	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	
RECEIVED BY	DATE	CHECK NO.	BANK NO.	CASH
				TOTAL AMOUNT \$



## **APPENDIX II**

### **CITY OF TORRANCE STANDARD PLANS**



NEW CURB AND GUTTER

CMB

6" OF CMB OR IMPORTED FILL  
WITH S.E. OF 30 OR GREATER

6"

SAWCUT

2"

TEMPORARY AC PAVEMENT  
AS SPECIFIED IN SECTION  
303-5.5.2 OF THE  
SPECIAL PROVISIONS

EXISTING AC PAVEMENT  
AND BASE

WITH NEW CURB AND GUTTER

NO SCALE

NEW CURB

CMB

6" OF CMB OR IMPORTED FILL  
WITH S.E. OF 30 OR GREATER

6"

SAWCUT

2"

TEMPORARY AC PAVEMENT  
AS SPECIFIED IN SECTION  
303-5.5.2 OF THE  
SPECIAL PROVISIONS

EXISTING AC PAVEMENT  
AND BASE

WITH NEW CURB

NO SCALE

CITY OF TORRANCE - PUBLIC WORKS DEPARTMENT

DATE ISSUED

TYPICAL SECTION

STANDARD NO.

SLOT PATCH DETAIL

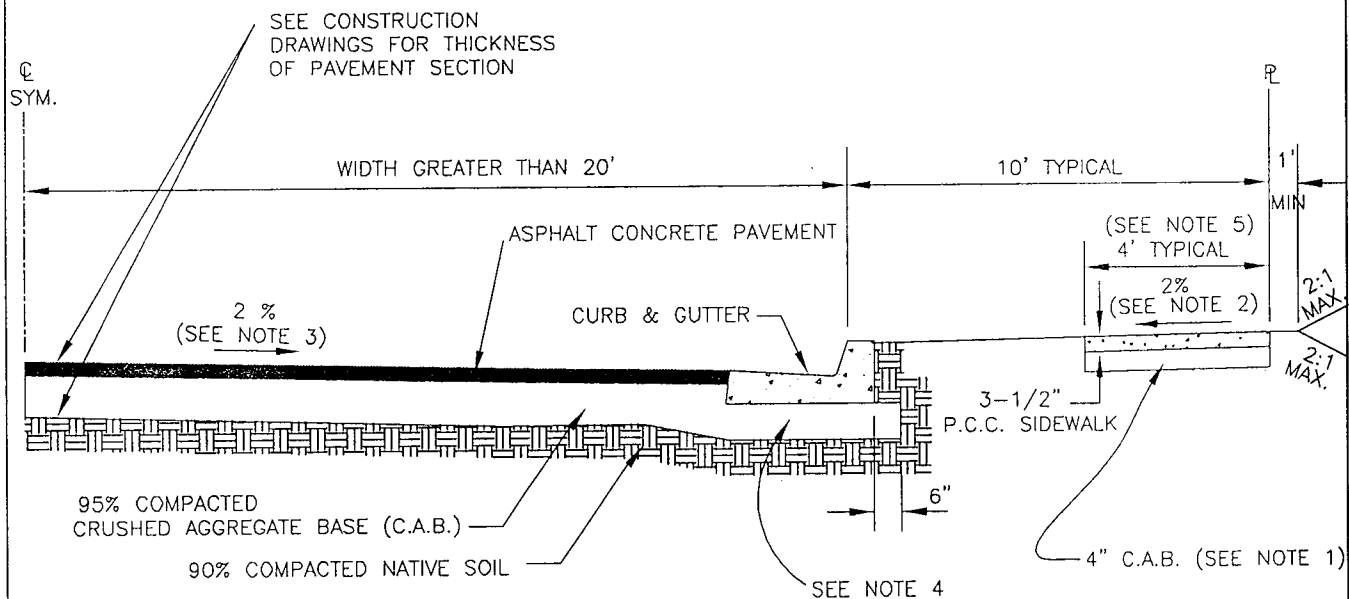
EDGE RECONSTRUCTION OR RECLAMATION

SPD-A

RES REM48 CURB SLOT PATCH\_JW.DWG







## COLLECTOR

### NOTES:

1. THE BASE MAY BE OMITTED UNDER SIDEWALK IF SUBGRADE IS SANDY SOIL.
2. TYPICAL - MAY VARY 0.5% MIN. TO 2% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
3. TYPICAL - MAY VARY 1% MIN. TO 4.0% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
4. THICKNESS OF BASE REQUIRED UNDER CURB & GUTTER SHALL BE 8" ON CLAYEY SOILS AND 6" ON SANDY SOIL.
5. IF SIDEWALK IS ADJACENT TO CURB, SIDEWALK WIDTH SHALL BE 5' MINIMUM AND HAVE 4' CLEAR AROUND ANY OBSTRUCTION. ALSO SEE T108 AND T109.

## CITY OF TORRANCE - ENGINEERING DEPARTMENT

DATE ISSUED  
16 NOV 1998

### TYPICAL SECTION COLLECTOR AND ARTERIAL STREET

RICHARD W. BURTT  
ENGINEERING DIRECTOR  
R.C.E. NO. 32862

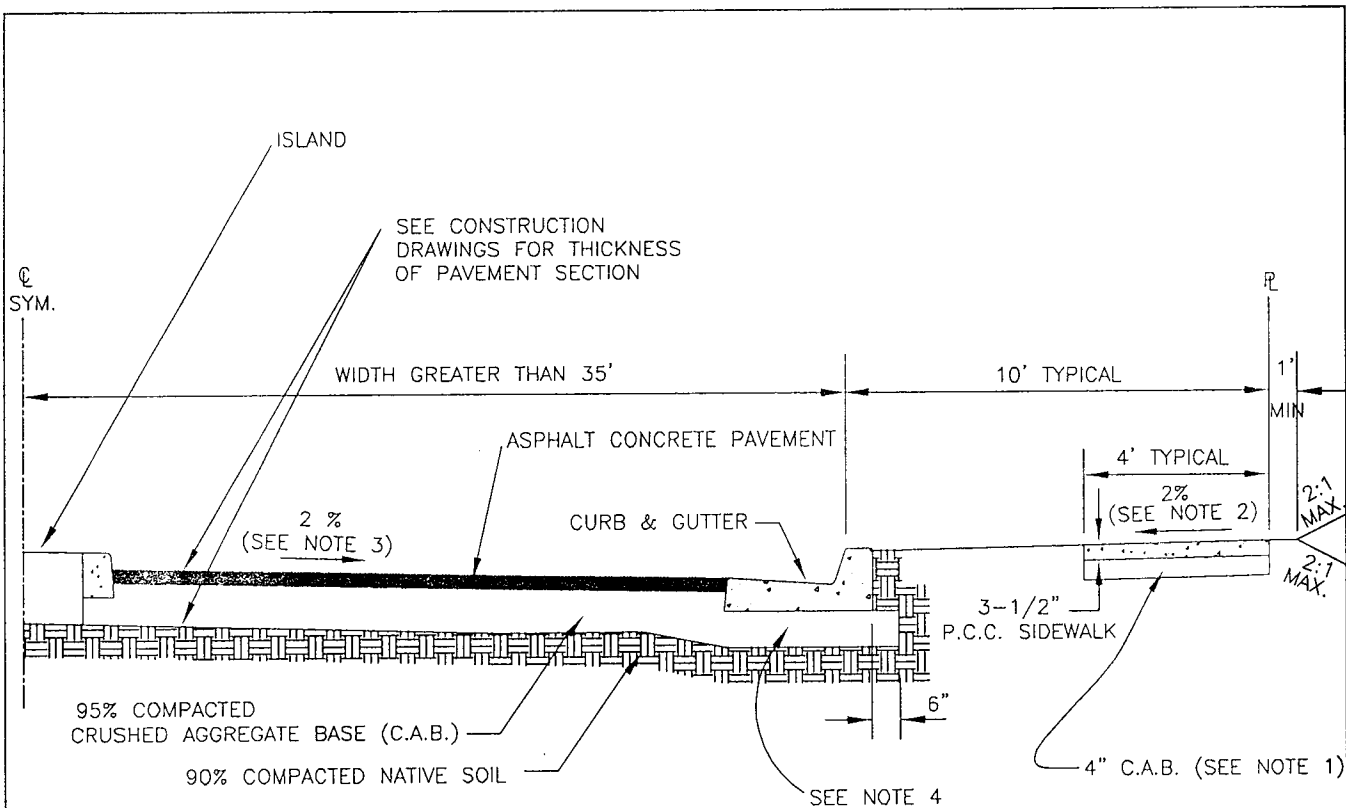
*Richard W. Burtt*

STANDARD NO.

**T103-2**

SHEET 1 OF 2

TT/T103-21



## MINOR AND MAJOR ARTERIAL

### NOTES:

1. THE BASE MAY BE OMITTED UNDER SIDEWALK IF SUBGRADE IS SANDY SOIL.
2. TYPICAL — MAY VARY 0.5% MIN. TO 2% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
3. TYPICAL — MAY VARY 1% MIN. TO 4.0% MAX TO MATCH EXISTING CONDITIONS AND TO FACILITATE JOINS.
4. THICKNESS OF BASE REQUIRED UNDER CURB & GUTTER SHALL BE 8" ON CLAYEY SOILS AND 6" ON SANDY SOIL.

### CITY OF TORRANCE - ENGINEERING DEPARTMENT

DATE ISSUED

16 NOV 1998

### TYPICAL SECTION COLLECTOR AND ARTERIAL STREET

RICHARD W. BURTT  
ENGINEERING DIRECTOR  
R.C.E. NO. 32862

STANDARD NO.

**T103-2**

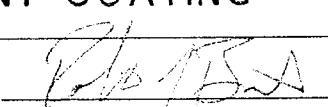
SHEET 2 OF 2

TT/T103-22

## PAVEMENT COATING

1. ALL WORK SHALL BE DONE UNDER A CITY CONSTRUCTION AND EXCAVATION PERMIT AND IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
2. PAVEMENT COATING MATERIAL SHALL BE CATIONIC QUICK-SETTING ASPHALTIC EMULSION (CQS-1H) WITH COMBINED AGGREGATE, TYPE 1 FOR PAVEMENTS IN GOOD CONDITION AND TYPE 2 FOR DISTRESSED PAVEMENT AS SHOWN IN TABLE 203-5.3 (A) OF THE STANDARD SPECIFICATIONS. CONDITION OF PAVEMENT TO BE DETERMINED BY THE PUBLIC WORKS INSPECTOR.
3. LIMITS OF WORK SHALL BE PER PLAN OR AS MARKED BY THE INSPECTOR.
4. ALL RESIDENTS AND BUSINESSES IN THE AREA IMPACTED BY THE WORK SHALL BE NOTIFIED BY MAIL POSTMARKED AT LEAST SEVEN (7) DAYS PRIOR TO COATING WORK AND SHALL BE NOTIFIED THREE (3) DAYS IN ADVANCE WITH DOOR HANGERS LEFT ON THE ENTRANCE DOOR OF EACH RESIDENCE OR BUSINESS. DOOR HANGERS SHALL LIST CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER, AND DATE(S) OF WORK WITH APPLICABLE TRAFFIC RESTRICTIONS. NOTICES MUST BE PRE-APPROVED BY THE CITY BEFORE THEY ARE DELIVERED TO RESIDENTS.
5. THE CONTRACTOR IS RESPONSIBLE TO POST "TEMPORARY NO PARKING" SIGNS AT LEAST 72 HOURS (THREE WORK DAYS) IN ADVANCE OF THE FIRST DATE OF ENFORCEMENT. EACH SIGN MUST INCLUDE THE BEGINNING AND END DATES AND THE HOURS IN EFFECT (IF NOT 24 HOURS/DAY). "TOW-AWAY" AND "CITY OF TORRANCE" MUST BE WRITTEN ON THE SIGN FACE.  
  
SIGNS SHALL BE PROFESSIONALLY MADE OF MOISTURE-RESISTANT, HEAVY DUTY CARDBOARD OR OTHER APPROVED MATERIAL. ALL SIGNS SHALL BE MAINTAINED BY THE CONTRACTOR AND KEPT FREE OF GRAFFITI. ANY SIGN WHICH BECOMES ILLEGIBLE OR IS REMOVED SHALL BE REPLACED WITHIN 24 HOURS (ONE WORK DAY). THE CONTRACTOR SHALL ONLY BE PERMITTED TO RESTRICT PARKING FOR THE MINIMUM TIME NECESSARY TO COMPLETE ONGOING WORK AND SHALL BE RESPONSIBLE TO REMOVE AND REPOST "TEMPORARY NO PARKING" SIGNS IF AND WHEN PARKING CAN BE RESTORED FOR MORE THAN FIVE (5) CONSECUTIVE DAYS, UNLESS OTHERWISE APPROVED BY THE CITY.  
  
THE CONTRACTOR SHALL OBTAIN APPROVAL FOR THE SIGN AND THE PLACEMENT THEREOF FROM THE INSPECTOR. IMMEDIATELY AFTER THIS APPROVAL AND POSTING, THE CONTRACTOR SHALL NOTIFY TORRANCE POLICE DEPARTMENT, TRAFFIC DIVISION, AT 310-618-5557 FOR REVIEW AND ENFORCEMENT. IN ADDITION, CONTACT THE TORRANCE FIRE DEPARTMENT AT 310-765-7042, AND THE POST OFFICE, EFFECTED SCHOOLS AND BUS/TRANSIT COMPANY.
6. NO PAVEMENT COATINGS SHALL BE APPLIED ON THE DAY OF TRASH PICK UP FOR THAT STREET OR ALLEY. CALL 310-781-6900 FOR TRASH COLLECTION SCHEDULES.
7. STREETS RECEIVING COATING SHALL BE BARRICADED UNTIL COATINGS HAVE CURED SUFFICIENTLY TO ALLOW VEHICULAR AND PEDESTRIAN TRAFFIC. BARRICADES AT EACH JOB LOCATION SHALL BE MANNED BY AT LEAST ONE OF CONTRACTOR'S EMPLOYEES UNTIL BARRICADES ARE REMOVED.
8. EXISTING PAVEMENT MARKINGS (THERMOPLASTIC, PAINT, EPOXY, REFLECTORS, ETC.) SHALL BE REMOVED BY EITHER GRINDING OR WET SANDBLASTING, PRIOR TO APPLICATION OF COATING. REPLACEMENT PAVEMENT MARKINGS SHALL BE APPLIED A MINIMUM OF TWO (2) DAYS AFTER COATING IS APPLIED ON CONVENTIONAL ASPHALT, A MINIMUM OF SEVEN (7) DAYS ON RUBBERIZED ASPHALT, AND SHALL BE OF THERMOPLASTIC MATERIAL. COORDINATE REPLACEMENT PAVEMENT MARKINGS WITH THE PUBLIC WORKS DEPARTMENT AT 310-781-6900.
8. CLAIMS FOR CLEANING OF VEHICLES, LAWNS, SIDEWALKS, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR SHALL BE RESPONSIBLE TO ESTABLISH ALTERNATE DATE(S) FOR STREET CLOSURE IF RAIN OR OTHER CONDITIONS STOP WORK ON THE CHOSEN DATE(S) AND TO NOTIFY ALL RESIDENTS, BUSINESSES AND AGENCIES OF THE CHANGE(S). CONTRACTOR SHALL BE RESPONSIBLE TO CORRECT OR REPLACE ALL SIGNS.
11. CONTRACTOR SHALL MAKE AVAILABLE FOR THE PUBLIC WORKS INSPECTOR'S REVIEW, ON A DAILY BASIS, AS-BUILT DRAWINGS FOR WORK PERFORMED UP TO AND INCLUDING THE PREVIOUS DAY'S ACTIVITIES.

### CITY OF TORRANCE

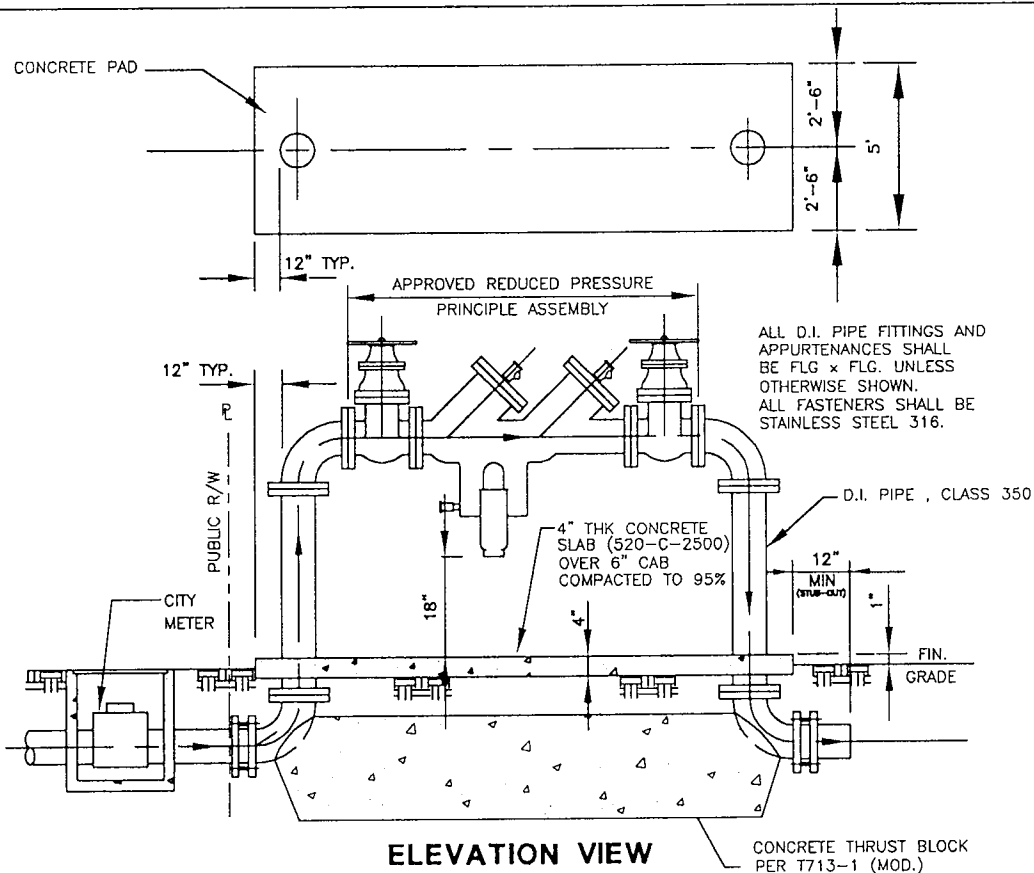
DATE ISSUED	<b>PAVEMENT COATING</b>	STANDARD NO.
FEB 15, 2007	ROBERT J. BESTE PUBLIC WORKS DIRECTOR R.C.E. NO. 50737 	<b>T104</b>
		SHEET 1 OF 1

T104









**NOTES:**

1. NO CONNECTIONS SHALL BE MADE IN PIPE BETWEEN THE METER AND THE ASSEMBLY.
2. WHEN INSTALLATION IS NEAR A BUILDING OR WALL, THE TEST COCKS SHALL BE LOCATED FOR EASY ACCESS.
4. PIPING MATERIALS AND COATINGS SHALL BE APPROVED BY THE CITY.
5. THE ASSEMBLY WILL BE INSTALLED IN A LOCATION APPROVED BY THE TORRANCE MUNICIPAL WATER DEPARTMENT AND AT A POINT AS CLOSE TO THE WATER METER AS POSSIBLE.
6. THE ASSEMBLY WILL BE TESTED BY A CITY APPROVED TESTER CERTIFIED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH.
7. THE INSTALLATION WILL BE INSPECTED FOR ACCEPTANCE BY THE TORRANCE MUNICIPAL WATER DEPARTMENT PRIOR TO BEING PLACED IN SERVICE.
8. THE ASSEMBLY SHALL BE APPROVED BY THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES OFFICE OF DRINKING WATER AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH.
9. SUPPORT ASSEMBLY AS NEEDED.

**FOR 3" DIAMETER SERVICE METERS AND LARGER, WITH BYPASS:**

BYPASS. GATE VALVE, STRAINER, METER. TEST PORT(IF REQUIRED), GATE VALVE, AND BYPASS, AS SHOWN ON T717 OR T718, ACCORDING TO SIZE, SHALL BE INSTALLED ABOVE GRADE IN LINE WITH, UP STREAM OF, AND DIRECTLY TO, THE RP DEVICE.

**FOR 3" DIAMETER SERVICE METERS AND LARGER, WITHOUT BYPASS:**

GATE VALVE, STRAINER, METER. TEST PORT(IF REQUIRED), MINUS DOWN STREAM GATE VALVE, AS SHOWN ON T717 OR T718, ACCORDING TO SIZE, SHALL BE INSTALLED ABOVE GRADE IN LINE WITH, UP STREAM OF, AND DIRECTLY TO, THE RP DEVICE.

ACCOMPANYING STD T700, T701 AND T713

**CITY OF TORRANCE - ENGINEERING DEPARTMENT**

DATE ISSUED  
1 SEPT 2000

**REDUCED PRESSURE  
PRINCIPLE ASSEMBLY**

RICHARD W. BURTT  
ENGINEERING DIRECTOR  
R.C.E. NO. 32862

STANDARD NO.

**T711-2**

SHEET 1 OF 1

EM/T711-2





11/11004

<b>CITY OF TORRANCE - WORK AREA TRAFFIC CONTROL</b>		
DATE ISSUED 19 FEB 2008	<b>ARTERIAL &amp; COLLECTOR RIGHT LANE CLOSURE</b>	STANDARD NO. <b>T1004</b>
ROBERT J. BESTE PUBLIC WORKS DIRECTOR R.C.E. NO. 50737		SHEET 1 OF 1

CONSTRUCTION SIGNS:

W20-1 ROAD WORK AHEAD

W20-5(R): RIGHT LANE CLOSED AHEAD

W4-2 : LANE END (SYMBOL)

LEGEND:

TRAFFIC DRUM OR 36" POST TUBE DELINEATOR

FLASHING LEFT ARROW

WORK AREA

SIGN WITH FLAG TREE

TRAFFIC DIRECTION



TT/T1005

CITY OF TORRANCE - WORK AREA TRAFFIC CONTROL

DATE ISSUED  
19 FEB 2008

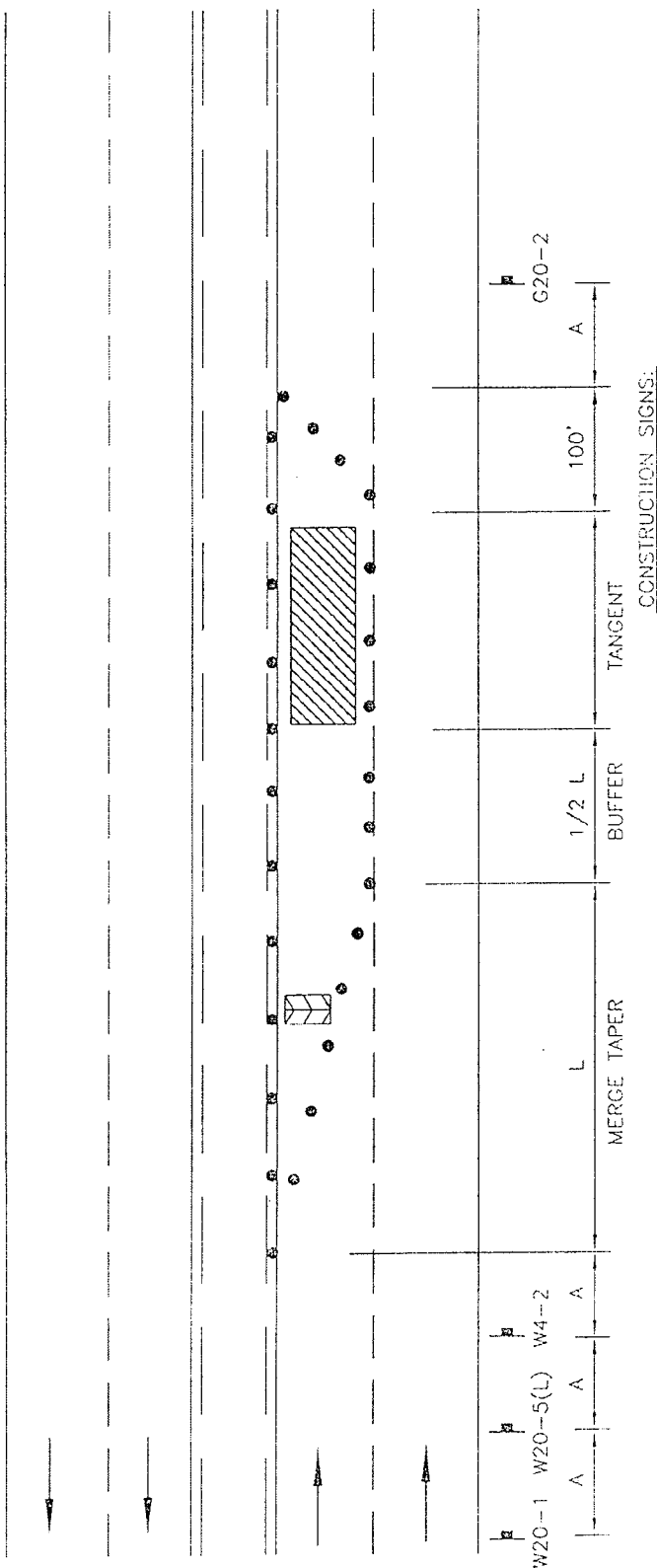
ARTERIAL & COLLECTOR  
LEFT LANE CLOSURE

ROBERT J. BESTE  
PUBLIC WORKS DIRECTOR  
R.C.E. NO. 50737

STANDARD NO.

T1005

SHEET 1 OF 1



DESIGN SPEED	MERGE TAPER LENGTH (L)	DELINEATOR SPACING		DISTANCE BETWEEN SIGNS (A)	BUFFER LENGTH (1/2 L)
		(TAPER)	(TANGENT)		
30 MPH	180 FT.	30 FT.	60 FT.	100 FT.	90 FT.
35 MPH	245 FT.	35 FT.	70 FT.	100 FT.	125 FT.
40 MPH	320 FT.	40 FT.	80 FT.	100 FT.	160 FT.
45 MPH	540 FT.	45 FT.	90 FT.	350 FT.	270 FT.
50 MPH	600 FT.	50 FT.	100 FT.	350 FT.	300 FT.

**CONSTRUCTION SIGNS:**

- W20-1 : ROAD WORK AHEAD
- W20-5(L) : LEFT LANE CLOSED AHEAD
- W4-2 : LANE END (SYMBOL)
- G20-2 : END ROAD WORK (OPTIONAL)

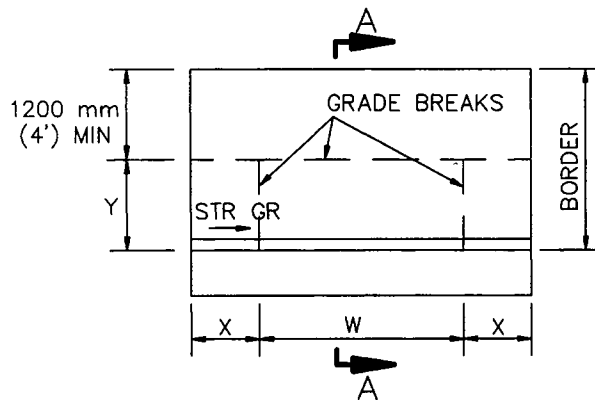
- LEGEND:**
- TRAFFIC DRUM OR 36" POST TUBE DELINEATOR
  - FLASHING RIGHT ARROW
  - WORK AREA
  - SIGN WITH FLAG TREE
  - TRAFFIC DIRECTION



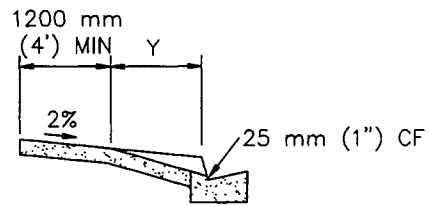
### **APPENDIX III**

### **STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION (SPPWC)**

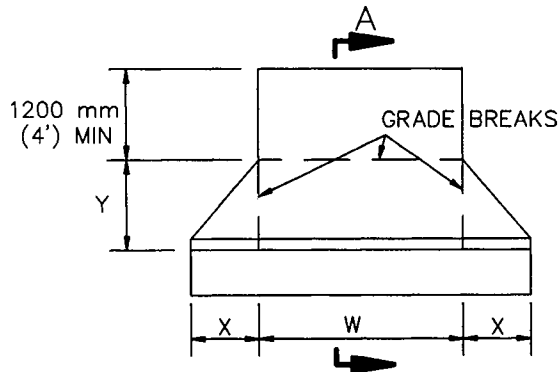




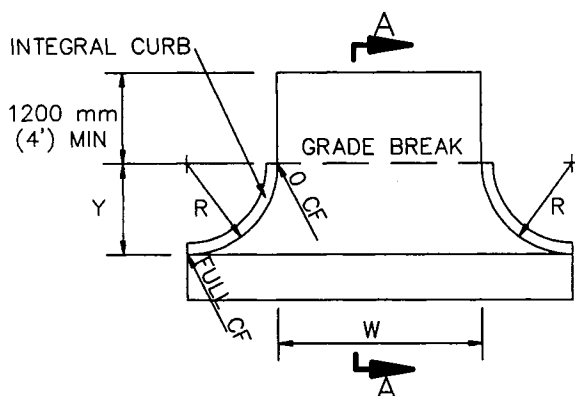
TYPE A



SECTION A-A



TYPE B



TYPE C

CURB FACE, mm	X, mm	Y, mm
150 (6") or less	900 (3'-0")	1200 (4'-0")
175 (7")	1050 (3'-6")	1425 (4'-9")
200 (8")	1200 (4'-0")	1700 (5'-8")
225 (9")	1350 (4'-6")	1950 (6'-6")
250 (10")	1500 (5'-0")	2175 (7'-3")
275 (11")	1650 (5'-6")	2400 (8'-0")
300 (12") or more	1800 (6'-0")	2625 (8'-9")

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 100 mm (4") THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 150 mm (6") THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT APPROXIMATELY 3000 mm (10') INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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1984  
REV. 1996

DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN  
METRIC  
110-1

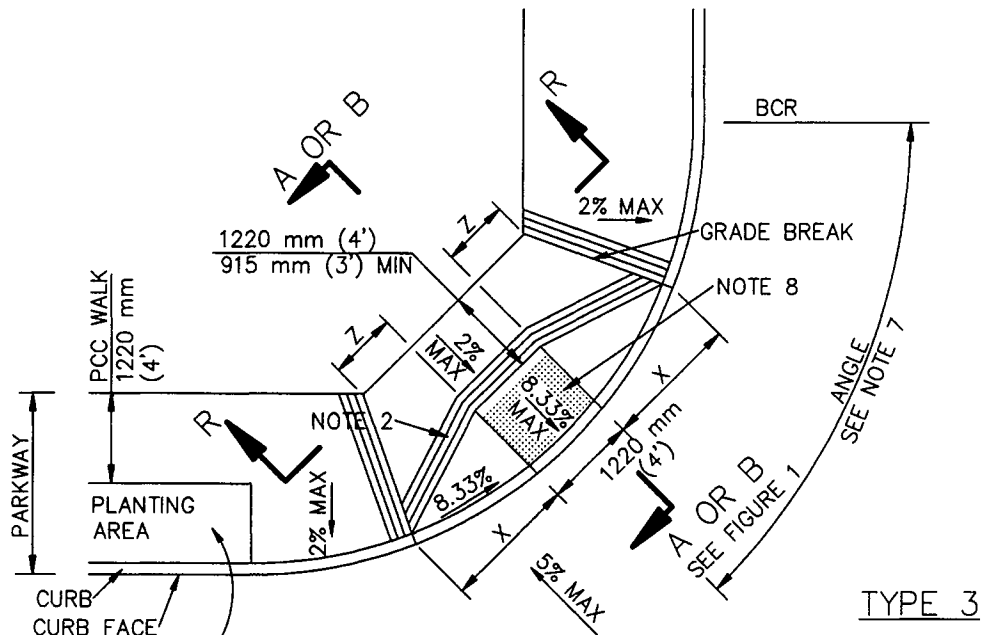
SHEET 1 OF 1



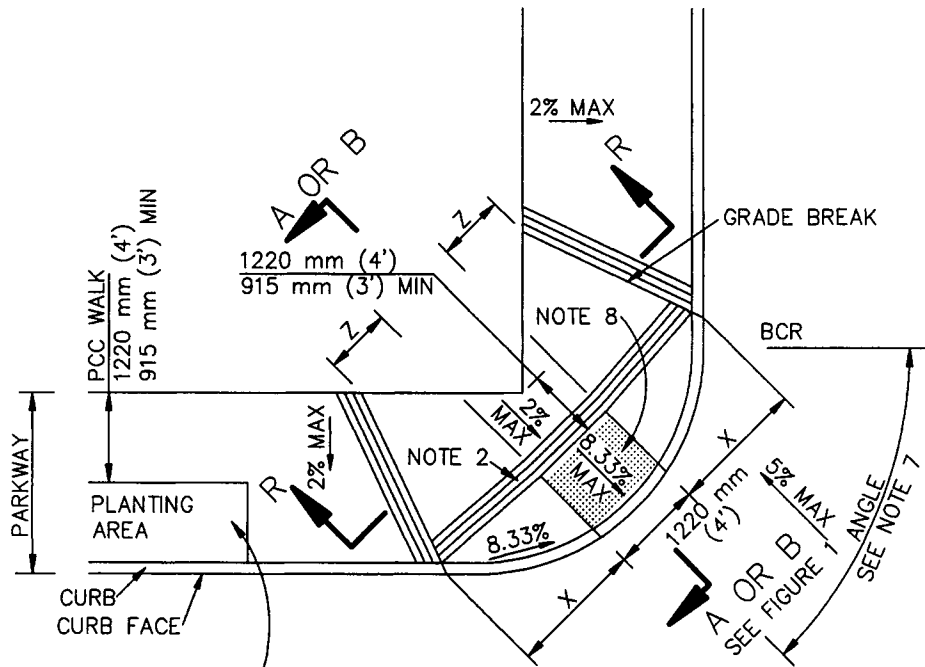




STANDARD PLAN  
METRIC  
**111-3**  
SHEET 1 OF 10



WHERE PLANTING AREA IS  
ADJACENT TO THE CURB RAMP,  
USE CASE A, TYPE 6



WHERE PLANTING AREA IS  
ADJACENT TO THE CURB RAMP,  
USE CASE A, TYPE 6

TYPE 4

CASE A

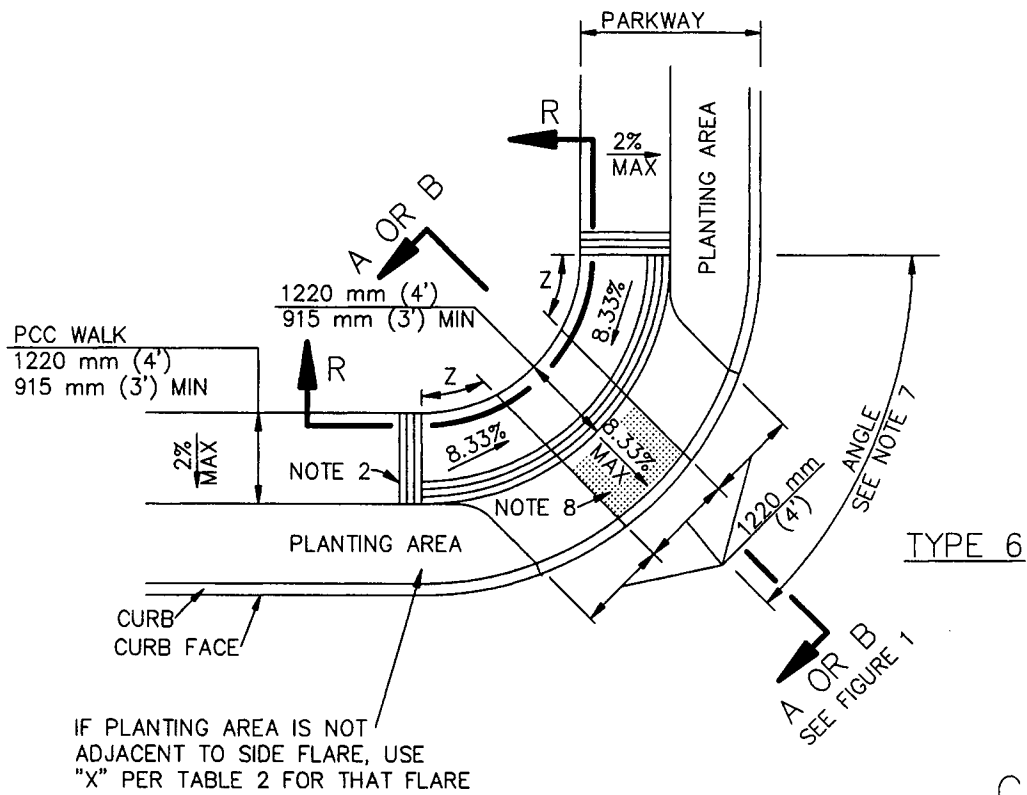
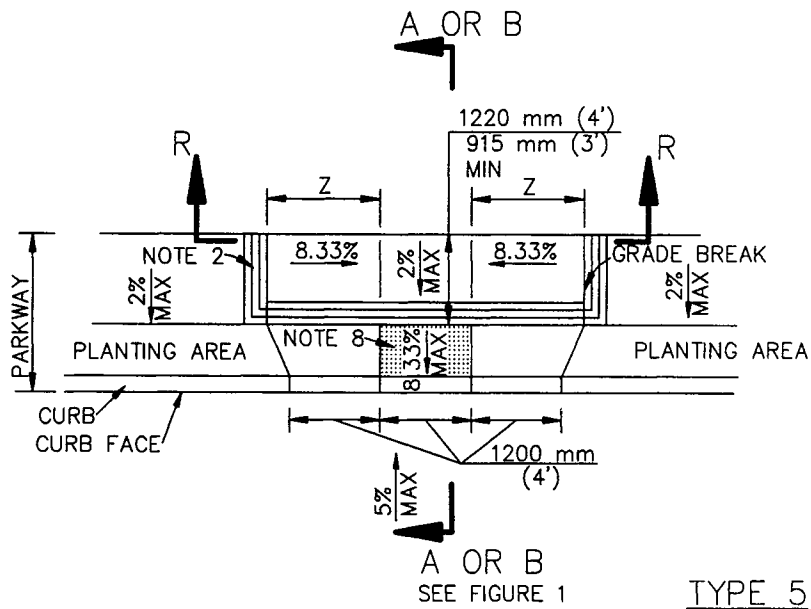
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CURB RAMP**

STANDARD PLAN  
METRIC

**111-3**

SHEET 2 OF 10



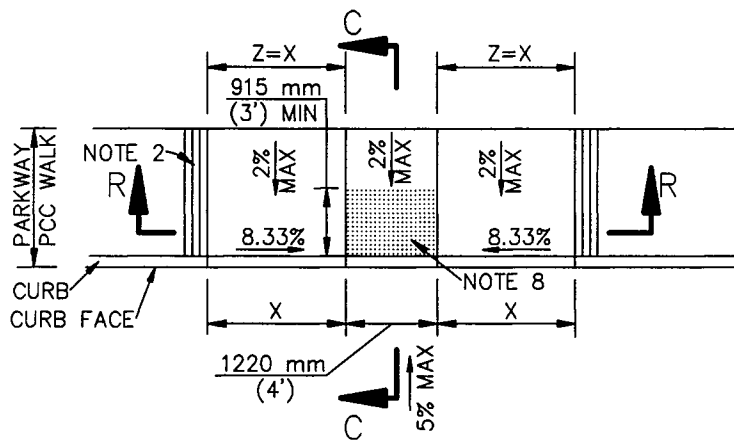
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

## CURB RAMP

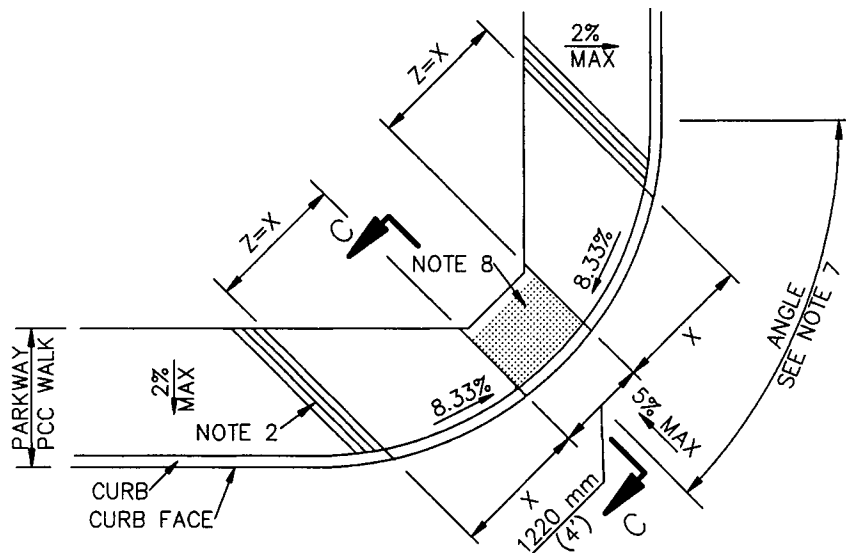
STANDARD PLAN  
METRIC

111-3

SHEET 3 OF 10



TYPE 1



TYPE 2

CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

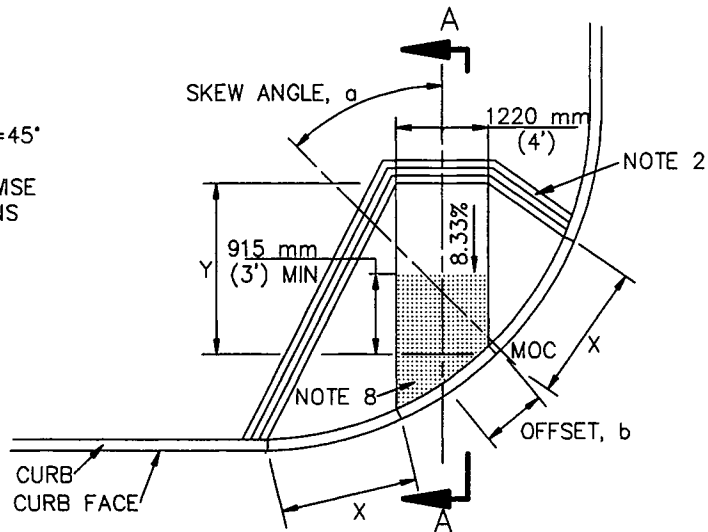
# CURB RAMP

STANDARD PLAN  
METRIC

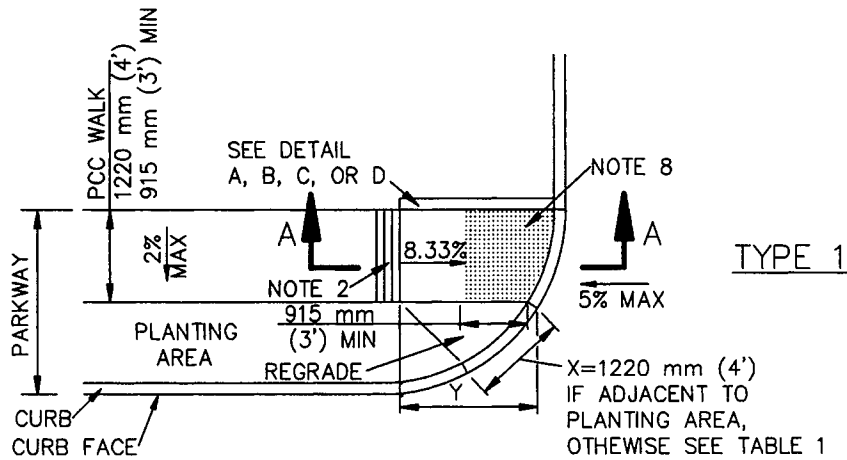
111-3

SHEET 4 OF 10

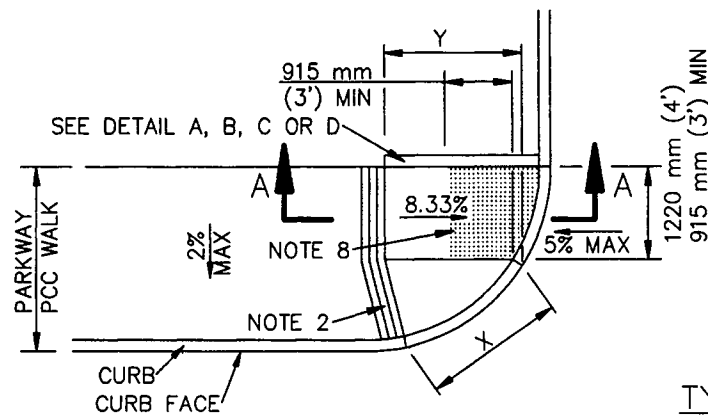
SKEW ANGLE  $\alpha=45^\circ$   
 OFFSET  $b=0$   
 UNLESS OTHERWISE  
 NOTED ON PLANS



CASE C



TYPE 1



TYPE 2

CASE D

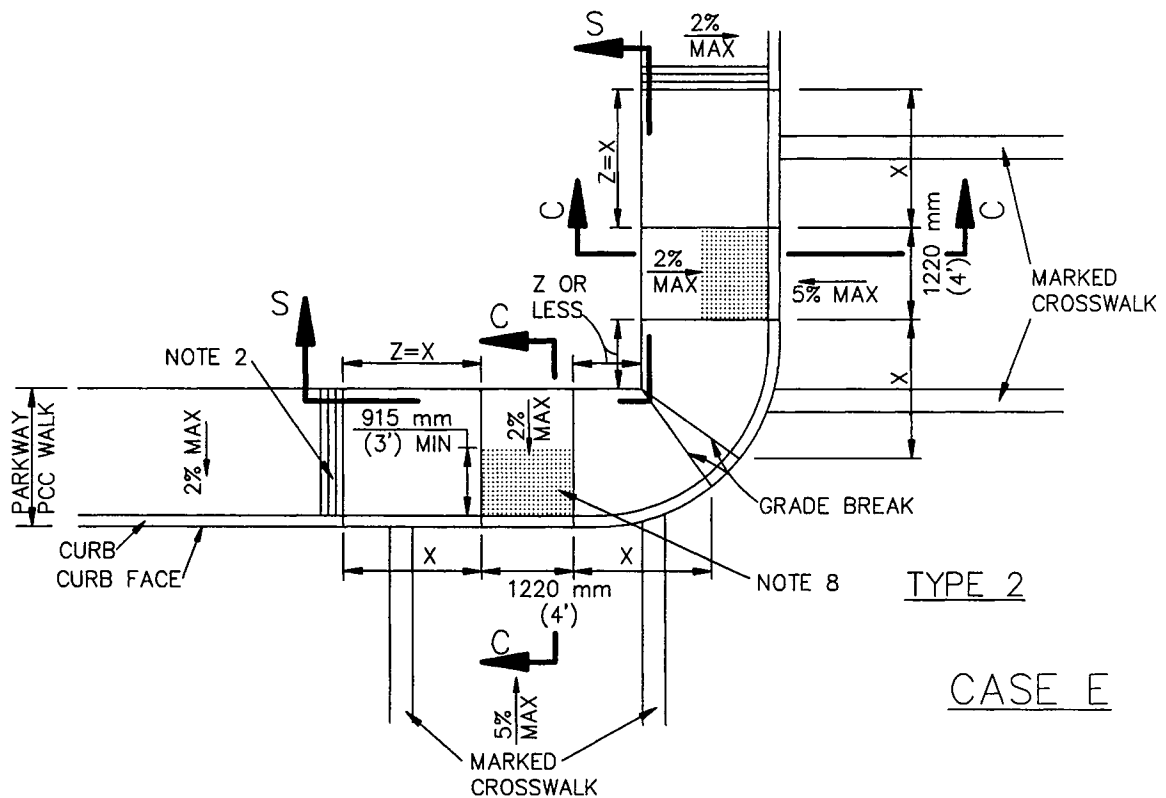
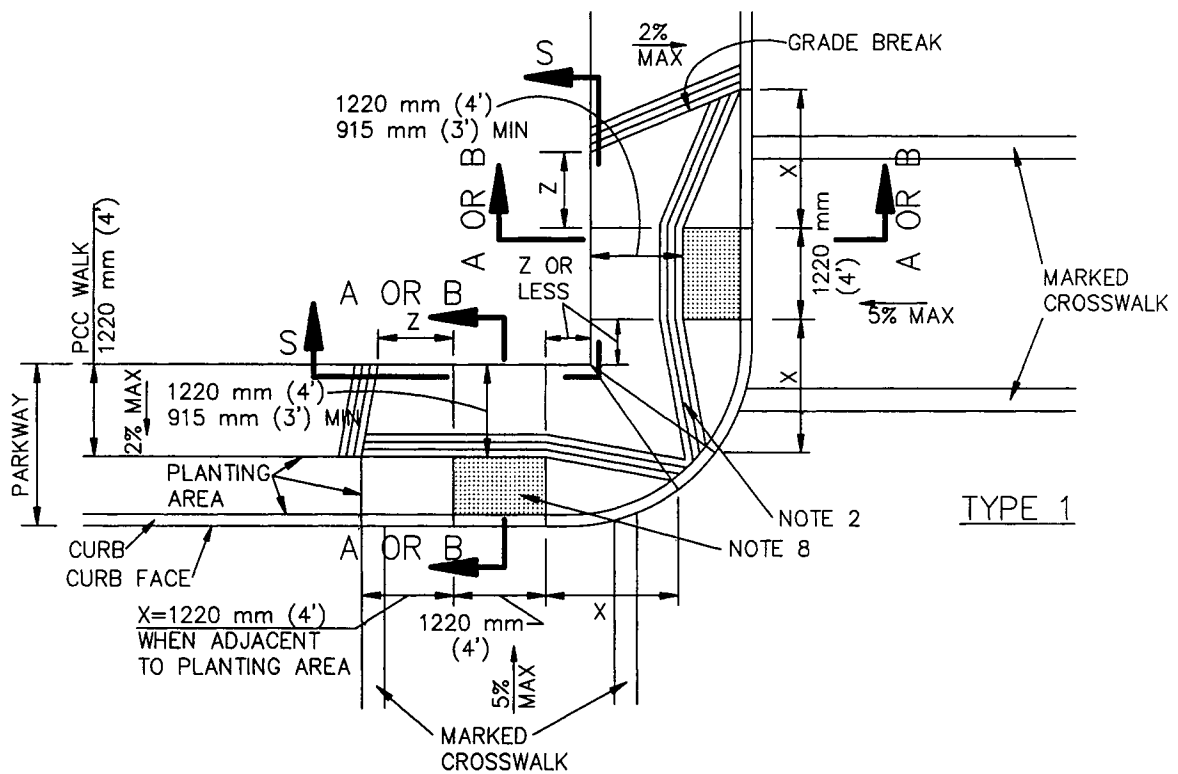
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

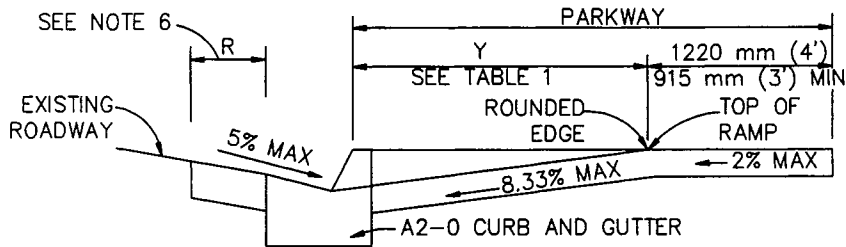
**CURB RAMP**

STANDARD PLAN  
 METRIC

**111-3**

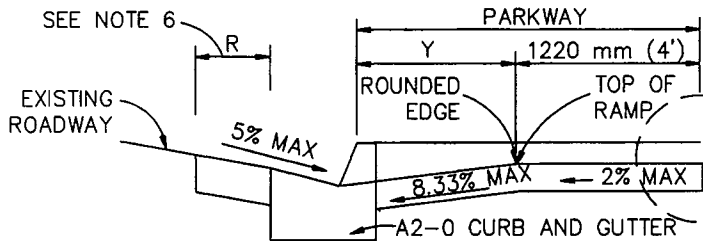
SHEET 5 OF 10





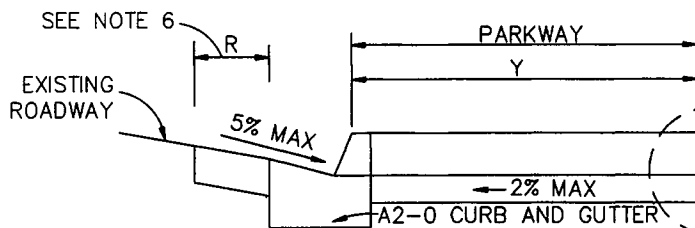
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



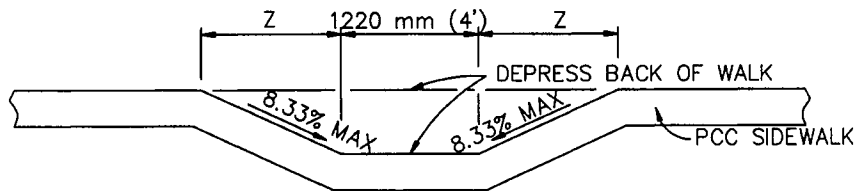
SECTION B-B

DEPRESS BACK OF WALK  
SEE DETAIL A, B, C OR D,  
SHEET 10.

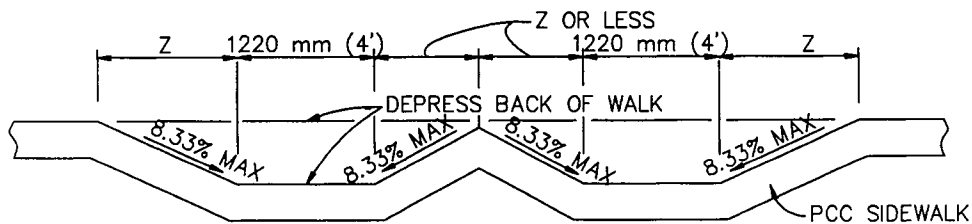


SECTION C-C

DEPRESS BACK OF WALK  
SEE DETAIL A, B, C OR D,  
SHEET 10.



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CURB RAMP**

STANDARD PLAN  
METRIC

**111-3**

SHEET 7 OF 10

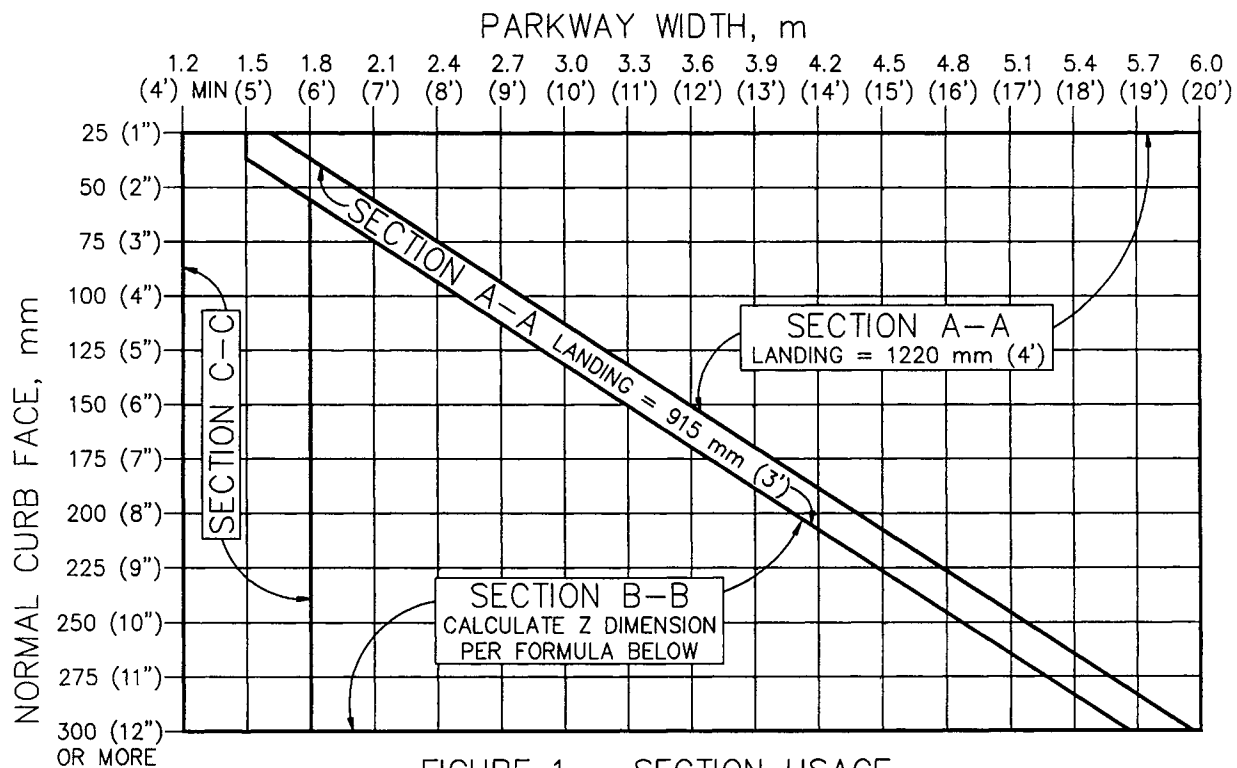


FIGURE 1 – SECTION USAGE

NORMAL CURB FACE, mm (INCHES)	X, mm (FT)	SECTION Y-Y Y, mm (FT)
50 (2")	1200 (4.00') MIN	790 (2.63')
75 (3")	1200 (4.00') MIN	1185 (3.95')
100 (4")	1200 (4.00')	1580 (5.26')
125 (5")	1500 (5.00')	1975 (6.58')
150 (6")	1800 (6.00')	2370 (7.90')
175 (7")	2100 (7.00')	2765 (9.21')
200 (8")	2400 (8.00')	3160 (10.53')
225 (9")	2700 (9.00')	3555 (11.84')
250 (10")	3000 (10.00')	3950 (13.16')
275 (11")	3300 (11.00')	4340 (14.47')
300 (12")	3600 (12.00')	4735 (15.79')

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE 2 DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH

L = LANDING WIDTH, 1220 mm (4') TYP, 915 mm (3') MIN

$$Z = [(Y+L)-W] \times 0.760$$

IF  $(Y+L) < W$ , THEN  $Z = 0$

TABLE 1 SHOWS X FOR A FLARE SLOPE OF 8.33% AT THE CURB FACE. IF L IS 1220 mm (4') OR MORE, X MAY BE MULTIPLIED BY 0.833 FOR A MAXIMUM FLARE SLOPE OF 10% AT THE CURB FACE.

SEE SHEET 9 FOR STREET SLOPE  
ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$$X = CF / 8.333\%$$

$$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$$

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

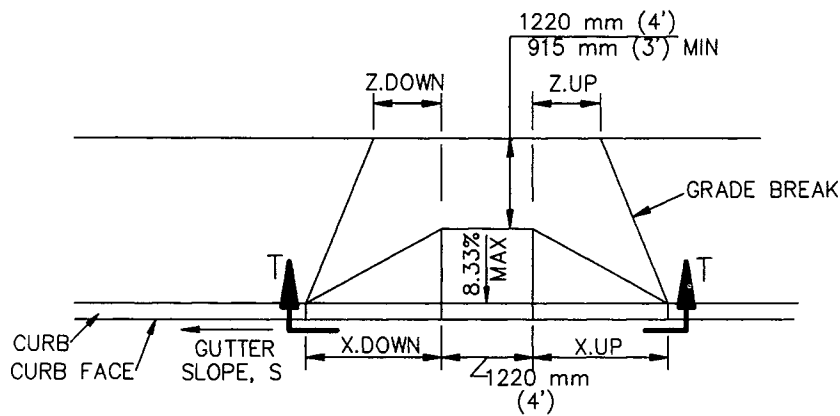
**CURB RAMP**

STANDARD PLAN  
METRIC

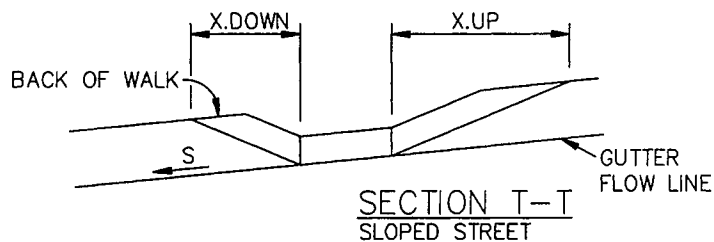
**111-3**

SHEET 8 OF 10





TYPICAL CURB RAMP



SECTION T-T  
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE,  $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:

$$K.DOWN = 8.333\% / (8.333\% + S)$$

$$K.UP = 8.333\% / (8.333\% - S)$$

## STREET SLOPE ADJUSTMENTS

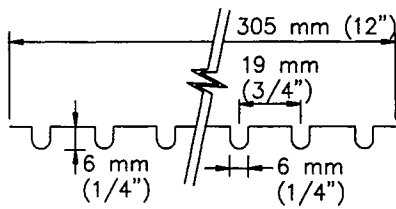
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CURB RAMP**

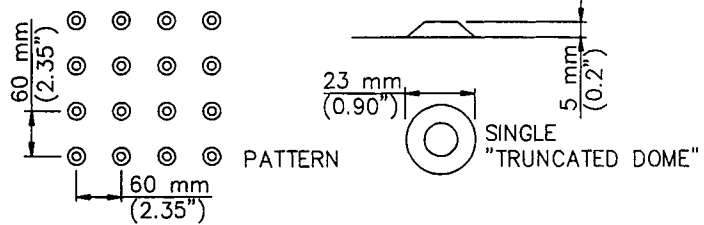
STANDARD PLAN  
METRIC

**111-3**

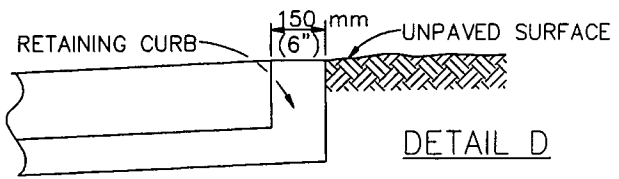
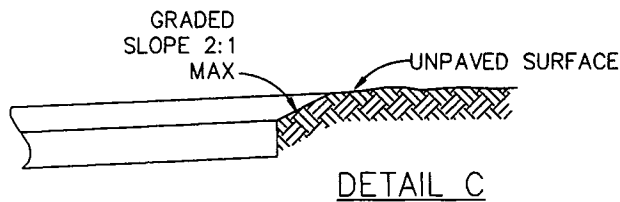
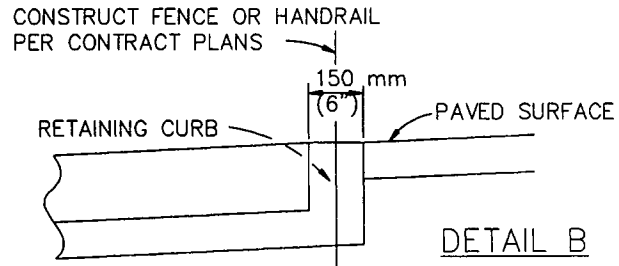
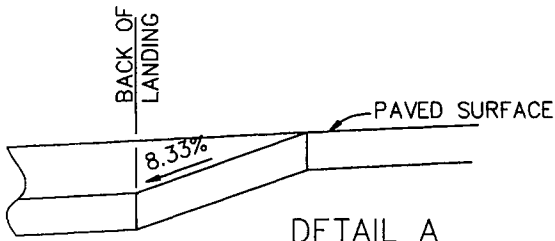
SHEET 9 OF 10



GROOVING DETAIL



DETECTABLE WARNING DETAIL



GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 310-C-17 (520-C-2500) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 100 mm (4") THICK.
2. THE RAMP SHALL HAVE A 305 mm (12") WIDE BORDER WITH 6 mm (1/4") GROOVES APPROXIMATELY 19 mm (3/4") OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. R = 900 mm (3') UNLESS OTHERWISE SHOWN ON PLAN.
7. ANGLE =  $\Delta/2$  UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

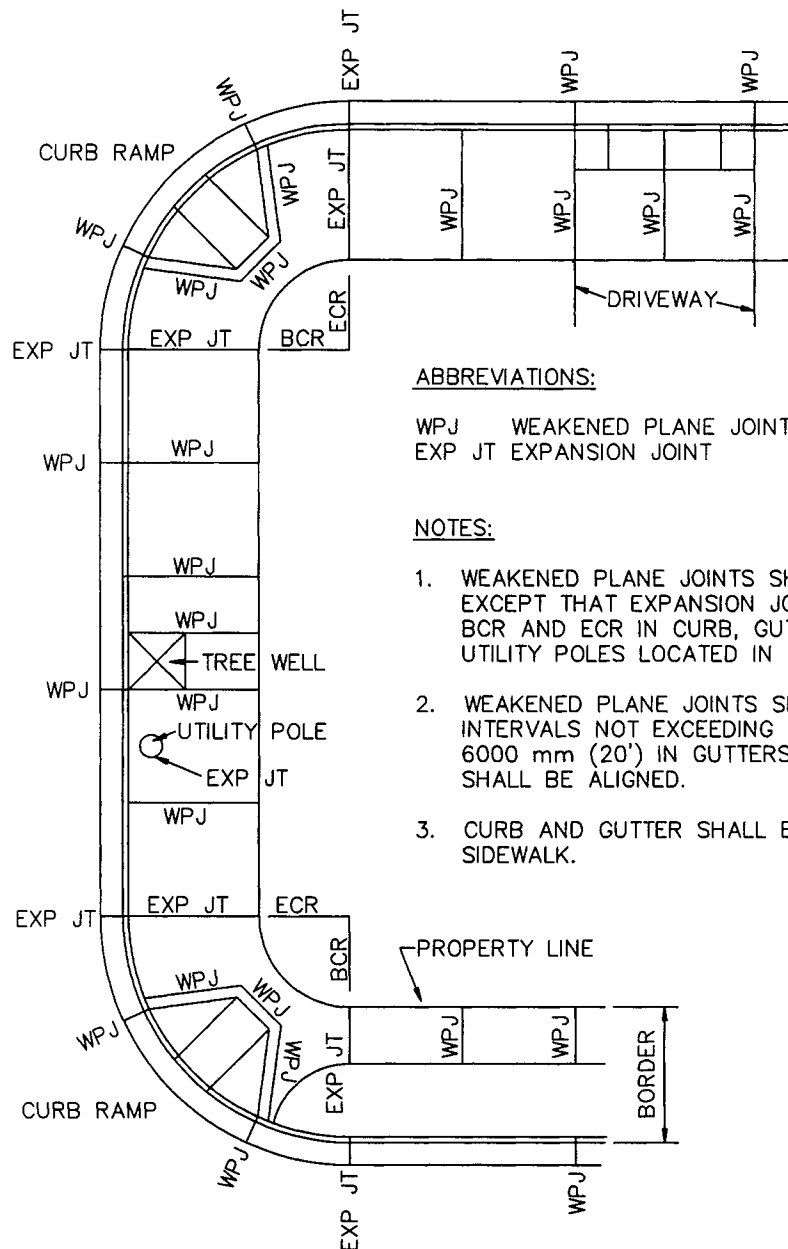
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CURB RAMP**

STANDARD PLAN  
METRIC

**111-3**

SHEET 10 OF 10



#### ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT      BCR BEGINNING OF CURB RETURN  
EXP JT EXPANSION JOINT      ECR END OF CURB RETURN

#### NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 3000 mm (10') IN WALKS AND 6000 mm (20') IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

### STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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## CURB AND SIDEWALK JOINTS

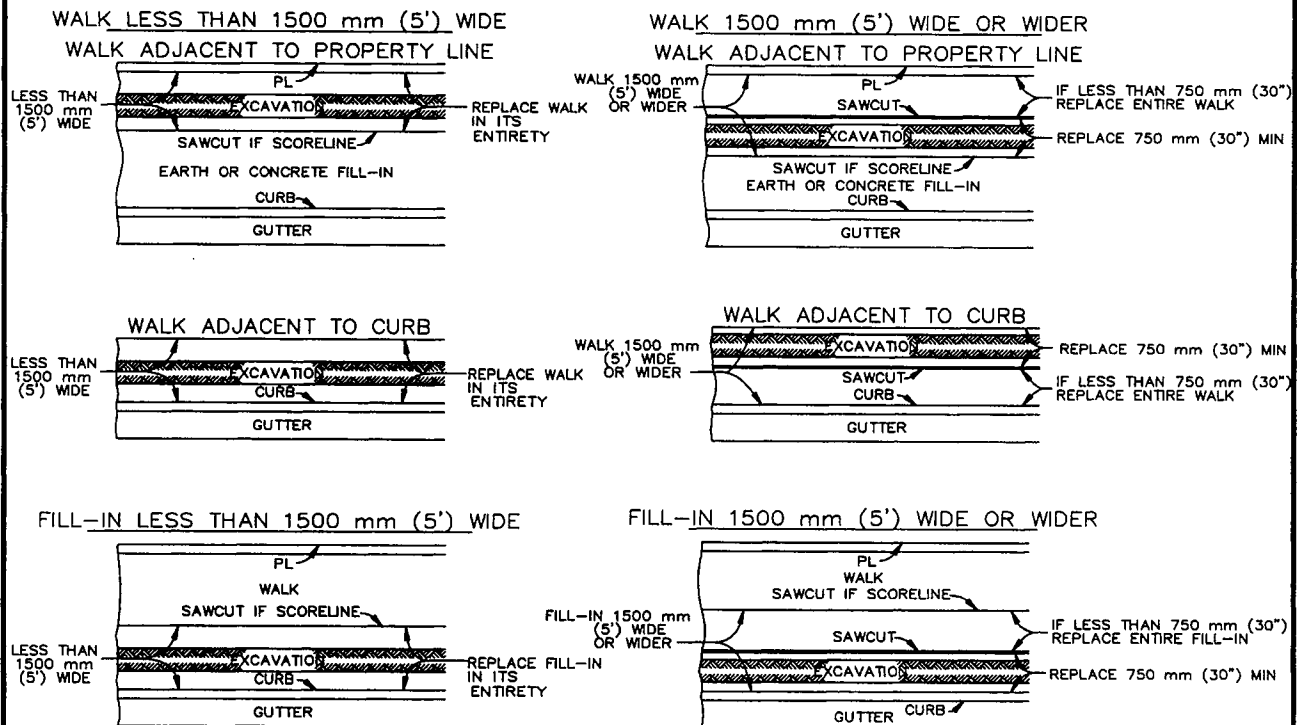
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN  
METRIC  
**112-1**

SHEET 1 OF 1

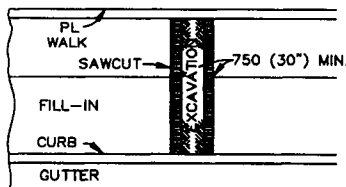


# WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE



## WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE

(THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS)



IF AN EXCAVATION FALLS WITHIN 750 mm (30") OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.  
 IF AN EXCAVATION FALLS WITHIN 300 mm (12") OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT PRIOR TO REMOVAL.  
 THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 750 mm (30").

### NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 3300 mm (11') SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 3300 mm (11') OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 750 mm (30") IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 4200 mm (14').
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 3300 mm (11') OR MORE MAY BE CUT IN THE X OR R SECTION. REPLACEMENT SHALL BE THE ENTIRE X OR R SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE X OR R SECTION SHALL MATCH EXISTING CONSTRUCTION.

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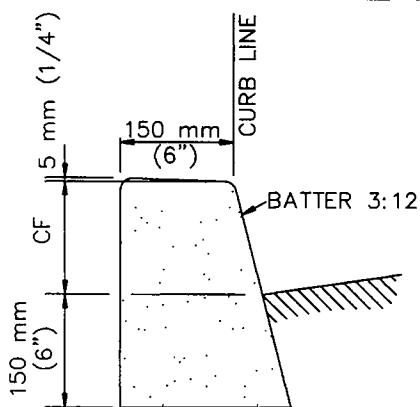
## SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

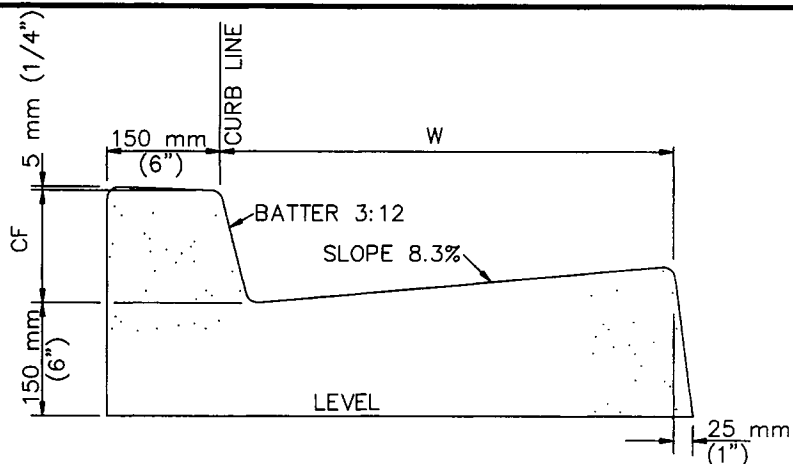
STANDARD PLAN  
 METRIC  
**113-1**

SHEET 1 OF 1

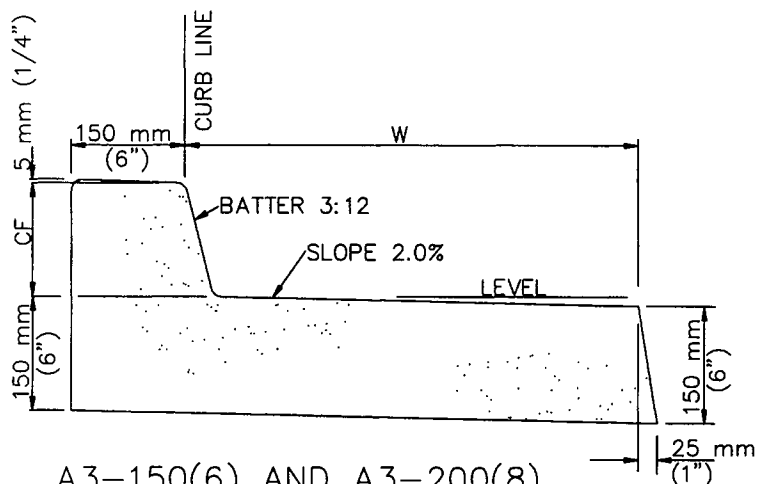




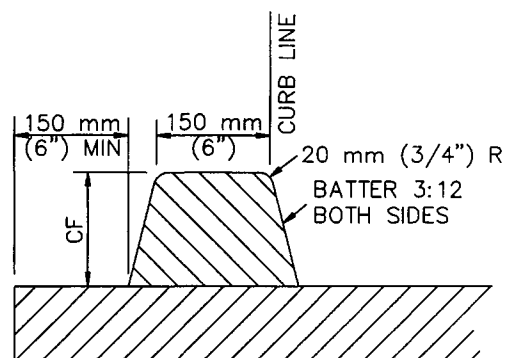
A1-150(6) AND  
A1-200(8)



A2-150(6) AND A2-200(8)



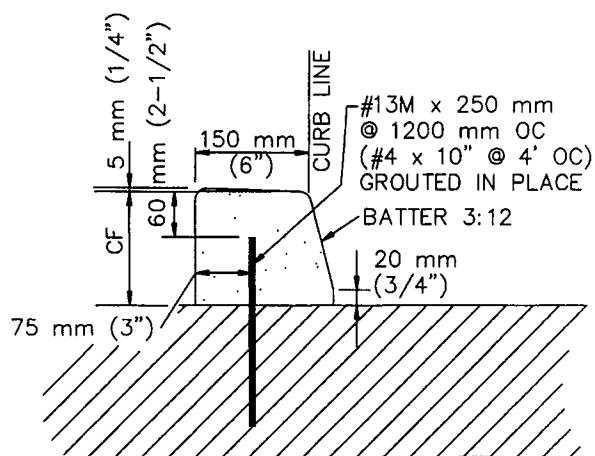
A3-150(6) AND A3-200(8)



D1-150(6) AND  
D1-200(8)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, mm (INCHES).
2. GUTTER WIDTH, W, IS 600 mm (24") UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 15 mm (1/2") RADIUS.



C1-150(6) AND C1-200(8)

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1984  
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**CURB AND GUTTER - BARRIER**

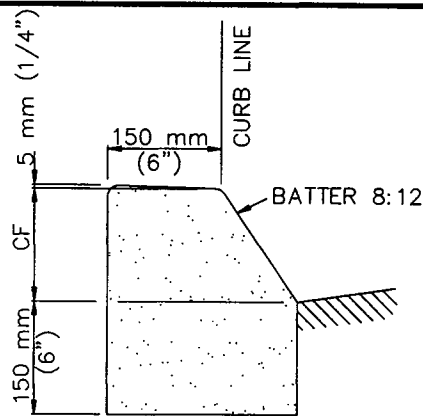
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN  
METRIC  
**120-1**

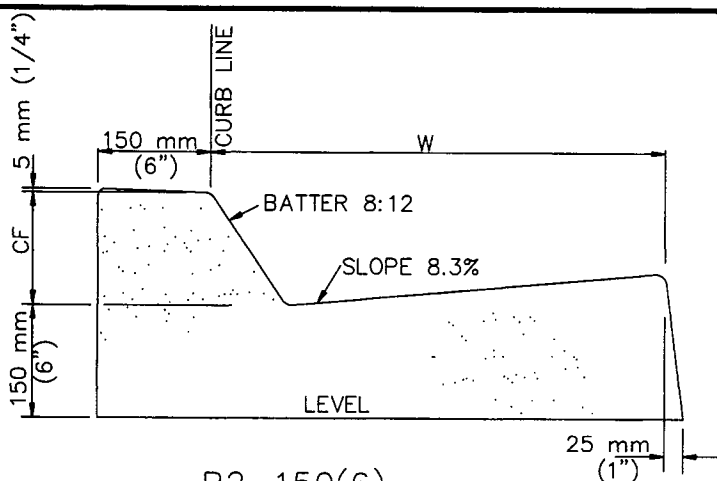
SHEET 1 OF 1



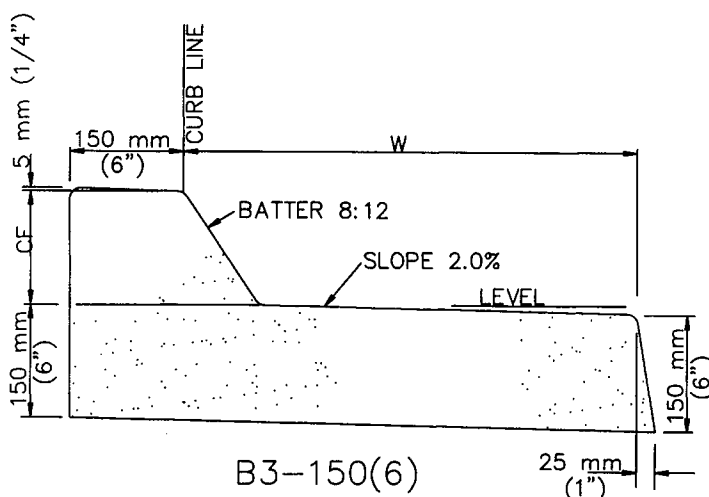




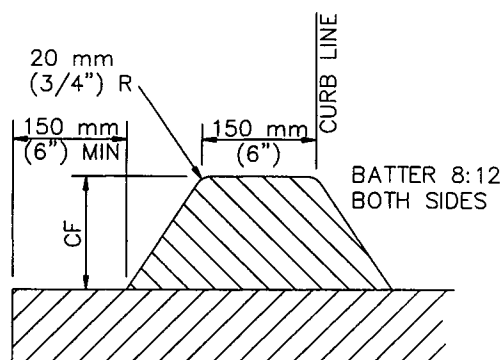
B1-150(6)



B2-150(6)



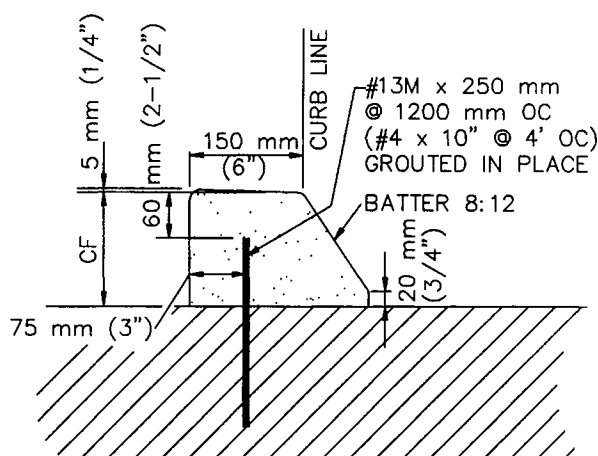
B3-150(6)



D2-150(6)

**NOTES:**

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, mm (INCHES).
2. GUTTER WIDTH, W, IS 600 mm (24") UNLESS OTHERWISE SPECIFIED.
3. TYPES B1, B2, B3 AND C2 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D2 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C2 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 15 mm (1/2") RADIUS.



C2-150(6)

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**CURB AND GUTTER—MOUNTABLE**

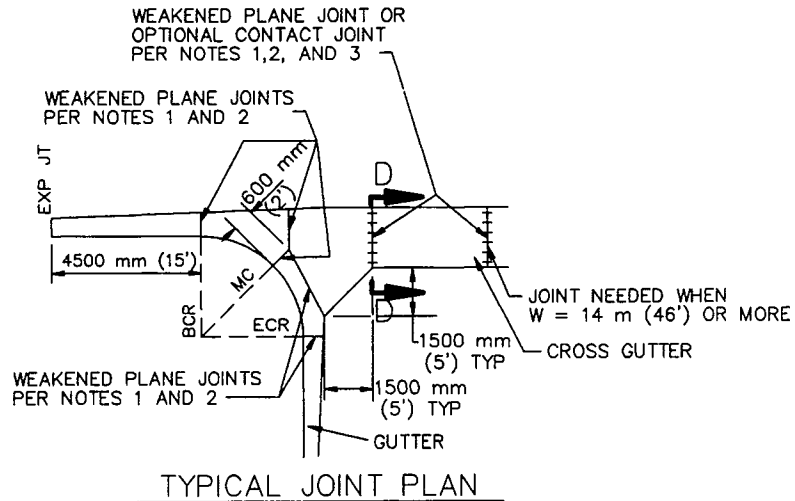
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN  
METRIC  
**121-1**

SHEET 1 OF 1







NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 40 mm (1-1/2") DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #13M BARS 450 mm LONG (#4 BARS 18" LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 15 mm (1/2") RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

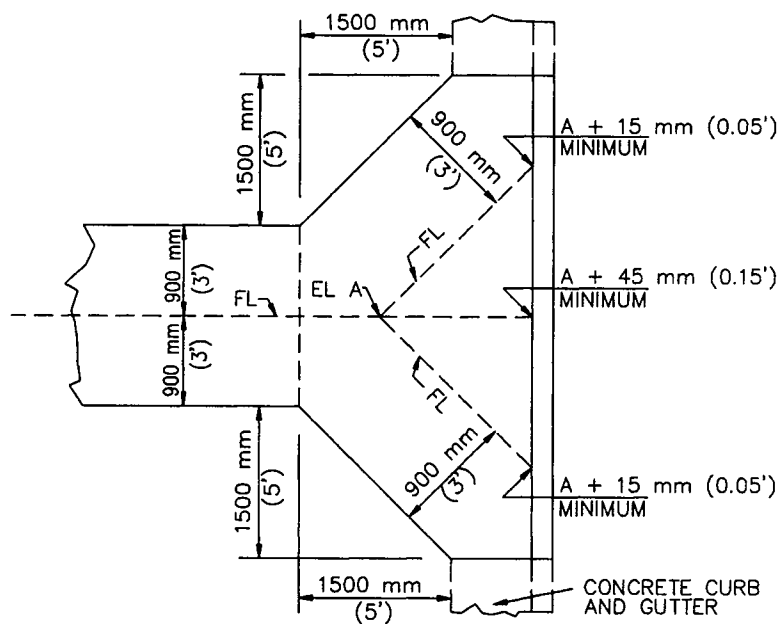
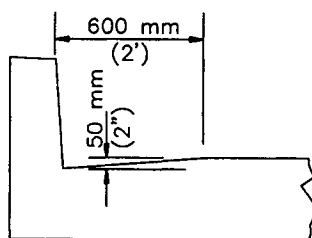
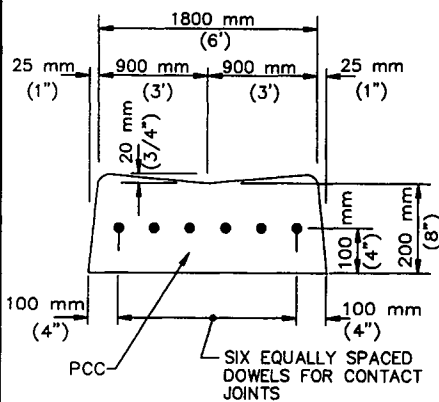
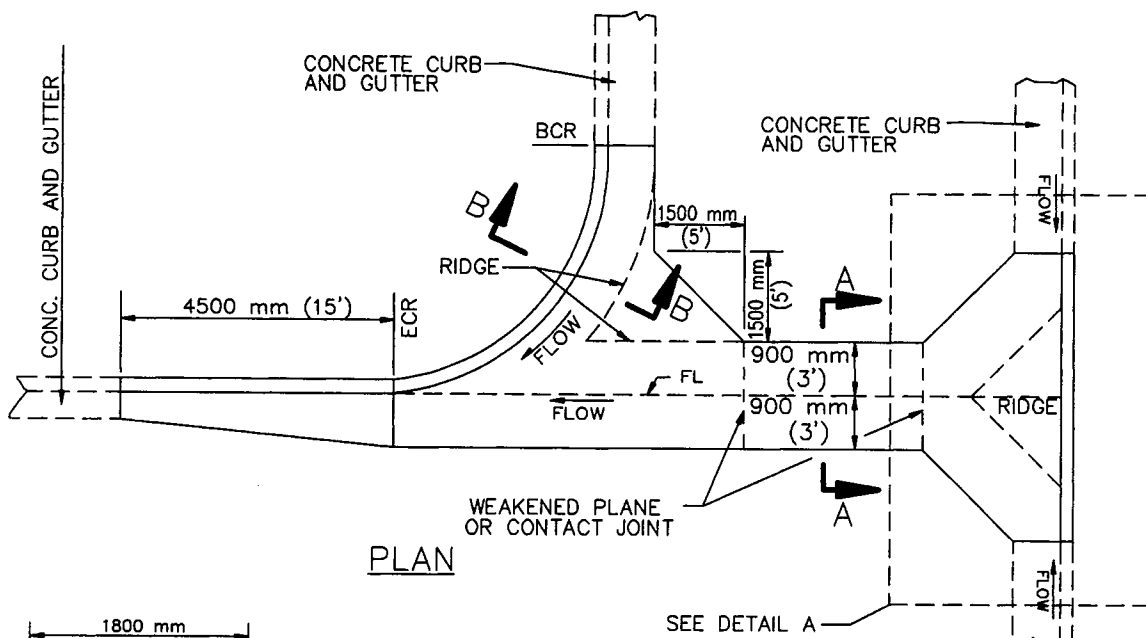
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CROSS AND LONGITUDINAL GUTTERS**

STANDARD PLAN  
METRIC

**122-1**

SHEET 2 OF 2



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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1993  
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**CROSS GUTTER AT  
T INTERSECTIONS**

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN  
METRIC  
**123-1**  
SHEET 1 OF 2

NOTES:

1. WEAKENED-PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 35 mm (1-1/2") DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
2. DOWELS FOR CONTACT JOINTS SHALL BE #13M BARS 450 mm LONG (#4 BARS 18" LONG).
3. ALL EXPOSED CORNERS SHALL BE ROUNDED WITH 15 mm (1/2") RADIUS.
4. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

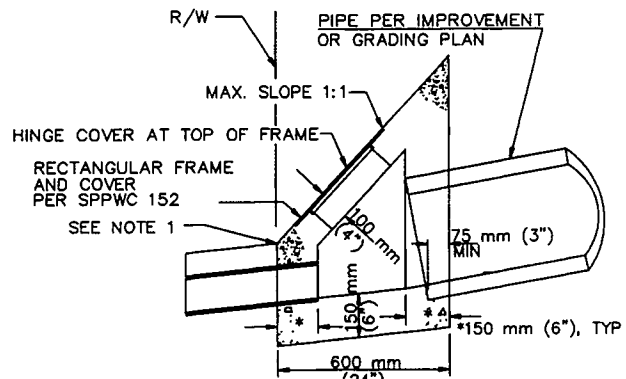
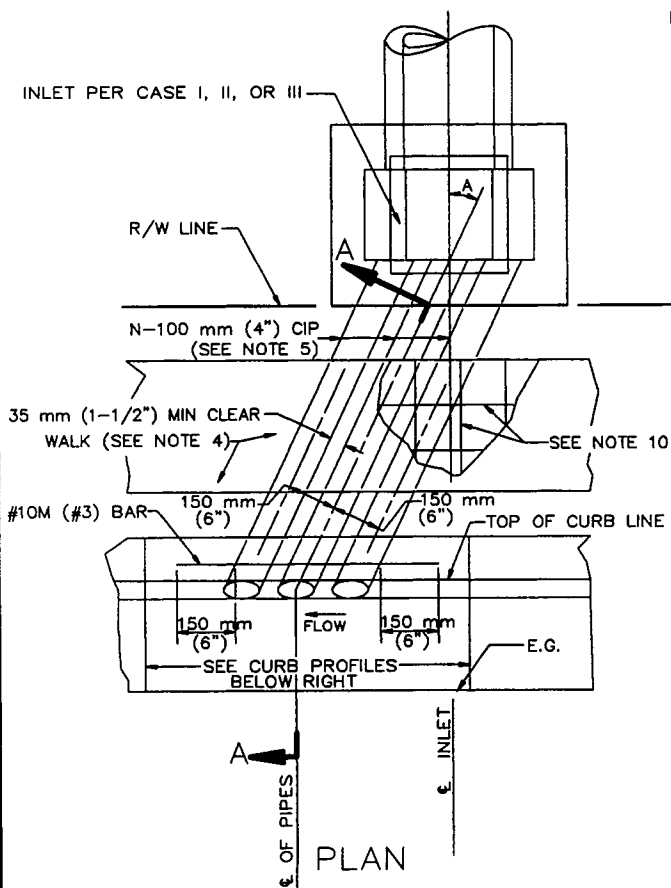
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**CROSS GUTTER AT  
T INTERSECTIONS**

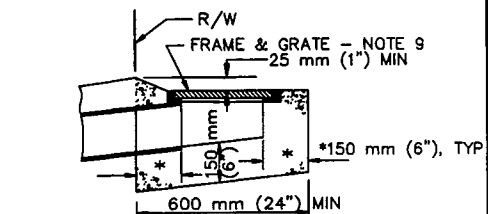
STANDARD PLAN  
METRIC

**123-1**

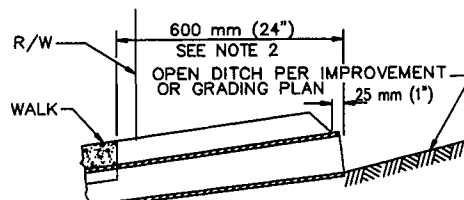
SHEET 2 OF 2



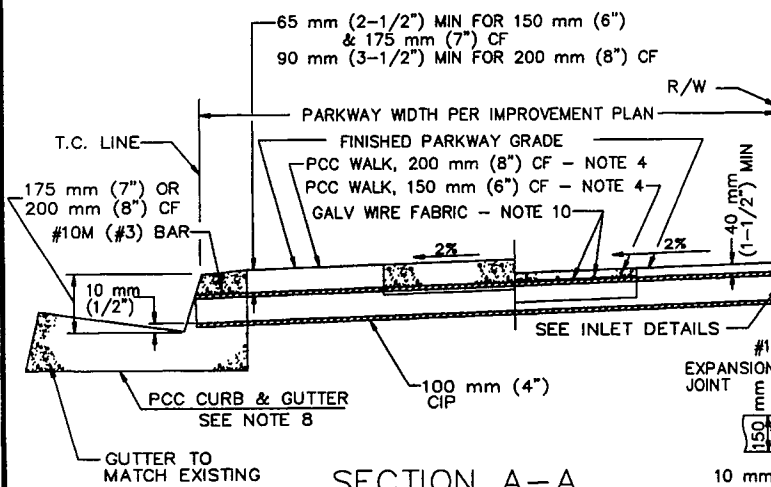
CASE I INLET  
TRANSITION STRUCTURE SECTION



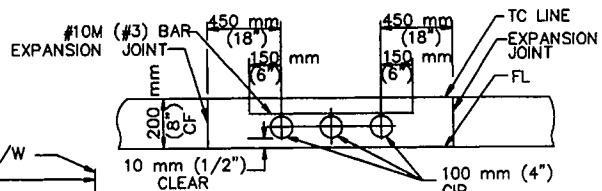
CASE II INLET  
DROP INLET CATCH BASIN SECTION



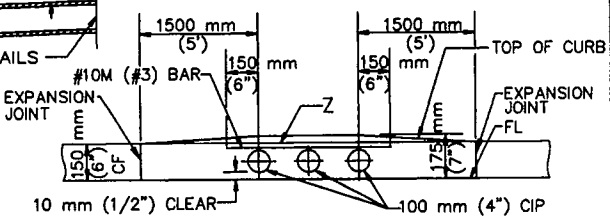
CASE III INLET  
GRADED DITCH SECTION



SECTION A-A



NOTE: APPLIES TO ANY NUMBER OF PIPES  
CURB PROFILE  
200 mm (8") CURB FACE



NOTE: APPLIES TO ANY NUMBER OF PIPES  
Z = TOP-OF-CURB LINE SHOWN ON PROFILE

CURB PROFILE  
150 mm (6") CURB FACE

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1984  
REV. 1992, 1996

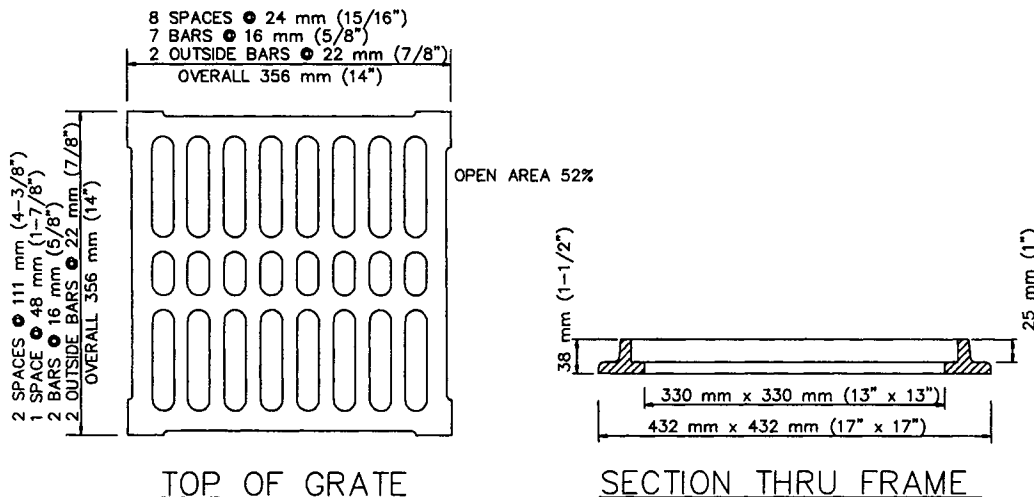
CURB DRAIN

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN  
METRIC  
150-2  
SHEET 1 OF 2

## NOTES

1. IF THE TOE OF SLOPE IS ALLOWED WITHIN THE R/W, INLET CASE I BEGINS AT THE TOE RATHER THAN THE R/W LINE.
2. FOR OPEN DITCH (CASE INLET III), THE 600 mm (24") EXTENSION BEYOND THE R/W LINE IS NOT REQUIRED WHEN BACK OF WALK IS 600 mm (24") OR MORE FROM THE R/W LINE; HOWEVER, PIPE SHALL EXTEND TO R/W LINE.
3. TOP OF INLET STRUCTURE (CASE I AND II) TO BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICAL.
4. CONSTRUCT PCC WALK WHEN SPECIFIED ON PLANS. THE CONTRACT PRICE PAID FOR PCC WALK ITEM SHALL INCLUDE WALK CONSTRUCTED IN CONJUNCTION WITH PARKWAY CULVERT.
5. "N" EQUALS NUMBER OF PIPES (MAXIMUM OF THREE) AS SPECIFIED ON PLANS.
6. INLET CASE TO BE SPECIFIED ON PLANS.
7. ANGLE A EQUALS 0°, UNLESS OTHERWISE SPECIFIED.
8. TYPE, DIMENSIONS AND ELEVATIONS OF P.C.C. CURB AND GUTTER PER PLANS.
9. UNLESS OTHERWISE SPECIFIED, FRAME AND GRATE FOR CASE II INLET SHALL BE GALVANIZED CAST IRON. WEIGHT OF FRAME AND GRATE SHALL BE 36 kg (80 LBS).
10. AT LOCATIONS WITH LESS THAN 200 mm (8") CURB FACE, USE 152x152-MW9.1xMW9.1 (6x6-10/10) GALVANIZED WIRE FABRIC. WIRE FABRIC SHALL EXTEND 200 mm (8") BEYOND THE EDGE OF CAST IRON PIPES.



GRATE FOR CASE II INLET

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

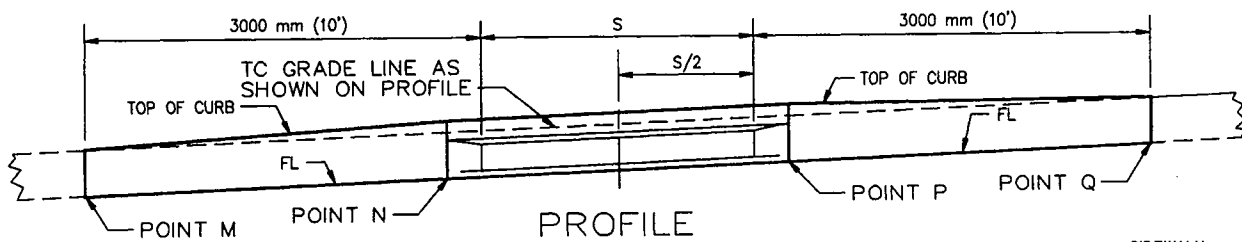
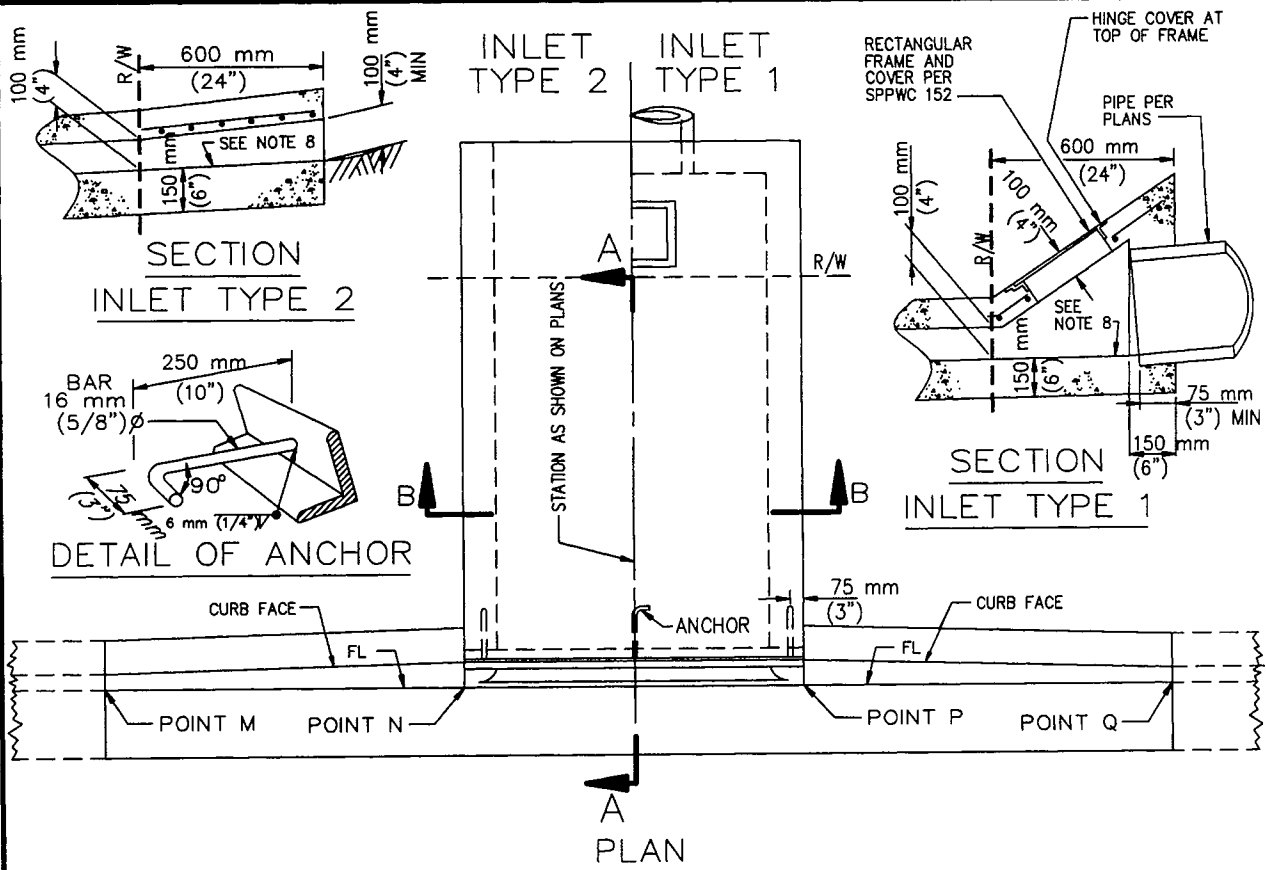
**CURB DRAIN**

STANDARD PLAN  
METRIC

**150-2**

SHEET 2 OF 2





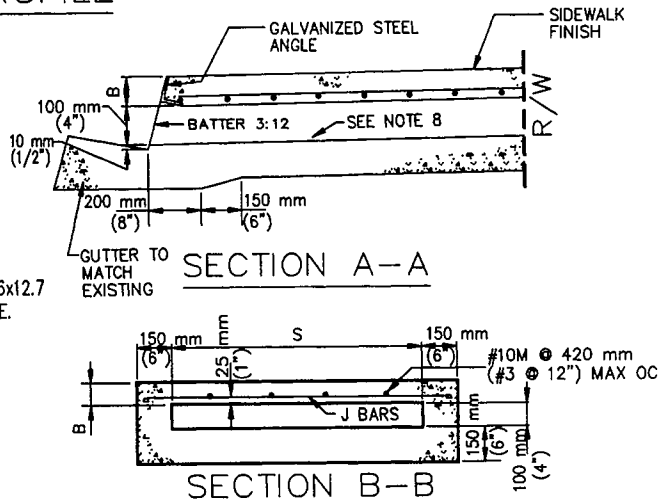
S, mm	J BAR SPACING, mm
300 (12")	240 (7")
450 (18")	240 (7")
600 (24")	240 (7")
750 (30")	240 (7")
900 (36")	240 (7")
1050 (42")	210 (6")
1200 (48")	180 (5")
1350 (54")	225 (6-1/2")
1500 (60")	180 (5")
1650 (66")	180 (4")
1800 (72")	120 (3-1/2")

FOR S = 750 mm (30") AND LESS, USE 2 ANCHORS. OTHERWISE, USE 3 ANCHORS.

FOR S = 1200 mm (48") AND LESS, B = 75 mm (3")  
USE 64x51x9.5 (2-1/2"x2"x3/8") GALVANIZED STEEL ANGLE.

OTHERWISE, B = 100 mm (4"). USE 89x76x12.7 (3-1/2"x3"x1/2") GALVANIZED STEEL ANGLE.

J BARS ARE #10M (#3).



## STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE  
PUBLIC WORKS STANDARDS INC.  
GREENBOOK COMMITTEE  
1993  
REV. 1996

# PARKWAY DRAIN

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN  
METRIC  
**151-1**  
SHEET 1 OF 2

## NOTES

1. FLOOR OF BOX SHALL BE TROWLED SMOOTH.
2. IF THE TOE OF SLOPE IS ALLOWED WITHIN THE R/W, INLET TYPE 1 BEGINS AT THE TOE RATHER THAN AT THE R/W LINE.
3. FOR OPEN DITCH (TYPE 2), THE 600 mm (24") EXTENSION BEYOND THE R/W LINE IS NOT REQUIRED WHEN BACK OF WALK IS 600 mm (24") OR MORE FROM THE R/W LINE; HOWEVER, THE PIPE SHALL EXTEND TO THE R/W LINE IN ANY EVENT.
4. TOP OF INLET STRUCTURE (TYPE 1 & 2) SHALL BE FLUSH WITH ADJACENT SURFACE WHERE PRACTICAL.
5. A HEADED STEEL STUD 16 mm x 160 mm WITH A 25 mm HEAD (5/8" x 6-3/8", 1" HEAD) ATTACHED BY A FULL PENETRATION BUTT WELD MAY BE USED AS AN ALTERNATE ANCHOR.
6. NORMAL CURB FACE AT POINT M AND Q. CURB FACE IS B + 125 mm (5") AT POINT N AND P.
7. THE 75 mm (3") LEG OF THE 16 mm (5/8") DIA ANCHORS SHALL BE PARALLEL TO THE TOP OF SIDEWALK.
8. SLOPE = 2.0%.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**PARKWAY DRAIN**

STANDARD PLAN  
METRIC

**151-1**

SHEET 2 OF 2

## **APPENDIX IV**

### **CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**



## CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY

Project Type: ☐ Roadway and/or Bridge/Structure  
☐ Traffic Signal/Street Lighting

☐ Water/Sewer  
☐ Other \_\_\_\_\_

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

City Contract No. \_\_\_\_\_

Project Location: \_\_\_\_\_

Thomas Guide Page/Grid No(s): \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

Project Duration: From: \_\_\_\_\_ To: \_\_\_\_\_

Demolition and Recycling Cost: \$ \_\_\_\_\_

Type(s) of Debris Generated	Total Quantity Generated (tons, c.y. or units)	REUSE /RECYCLING		DISPOSAL	
		Total Quantity (tons, c.y. or units)	Name of Reuse/Recycling Facility/Site	Total Quantity (tons, c.y. or units)	Name of Disposal Facility
ASPHALT					
Brick					
Concrete					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Wood Waste					
Other:					
<b>Total</b>					

### Notes:

- Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.
- If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.

- If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.

Prepared by \_\_\_\_\_ Signature \_\_\_\_\_ Phone #: \_\_\_\_\_

**APPENDIX V**  
**CALTRANS ENCROACHMENT PERMIT**





**ENCROACHMENT PERMIT**

TR-0120 (REV 6/2007)

Permit No.

**710-NTK-2303**

In compliance with (Check one)

- ☒ Your application of **Dec 28, 2010**
- ☐ Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- ☐ Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- ☐ R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

Dist/Co/Rte/PM

**07-LA-213-8.45**

Date

**January 12, 2011**

Fee Paid

**\$ Exempt**

Deposit

\$

Performance Bond Amount (1)

\$

Performance Bond Amount (2)

\$

Bond Company

Bond Number (1)

Bond Number (2)

TO: **City of Torrance, DPW**  
**20500 Madrona Ave.**  
**Torrance, CA 90503**

Attn.: **Lauren Sablan**Phone: **310-618-6259**

, PERMITEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

encroach within the State's right of way for the purpose of setting up traffic control along Western Ave. (State Route 213) to detour traffic from construction on W/B Torrance Blvd., in the City of Torrance (**07-LA-213-8.45**); all in accordance with current State specifications, the attached special provisions, and permit plans dated **January 12, 2011**.

Permittee shall contact permit inspector(s) by calling **Mr. Larry Tokuyama @ 310-609-0354** between the hours of 0700 and 0900, a minimum of 10 working days prior to the initial start of work to arrange a pre-construction meeting to ensure a complete understanding of the work and permit requirements. A confirmation notification should occur three days prior to closure or other potential traffic impacts.

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable)

- ☒ Yes ☐ No General Provisions
- ☒ Yes ☐ No Utility maintenance Provisions
- ☒ Yes ☐ No Special Provisions **A & Q**
- ☐ Yes ☒ No A Cal-OSHA Permit, if required: Permit No. \_\_\_\_\_
- ☐ Yes ☒ No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- ☐ Yes ☒ No Storm Water Pollution Prevention Plan

In addition to fee, the permittee will be billed actual cost for:

- ☐ Yes ☒ No Review
- ☒ Yes ☐ No Inspection
- ☒ Yes ☐ No Field Work

(If any Caltrans effort expended)

- ☐ Yes ☒ No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before **April 30, 2011**

This permit is to be strictly construed and no work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

**S. Region**  
**Tokuyama, Insp.**

APPROVED:

Zoe Yue, P.E., District Permit Engineer

BY:

Patrick Truong, Permit Engineer

## ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 653-3657 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

### **SPECIAL PROVISIONS**

1. By acceptance of this permit, the permittee understands and agrees to reimburse the State for all costs incurred for performing corrective work in the event that the permittee or permittee's representatives fail to install, replace, repair, restore, or remove facilities to state specifications for the immediate safe operation of the highway and satisfactory completion of all permit work. State forces may perform corrective work or it maybe contracted out. Understood is that the above charges are in addition to permit fees, and an invoice will be sent to permittee for said charges after satisfactory completion of all work.
2. It is the responsibility of the permittee, permittee's agents, or contractors to comply with all provisions of this permit and instructions from the State permit inspector. Permittee shall keep the permit package or copies thereof, at the work site at all times and show it upon request to any Department representative or law enforcement officer. When the permit package is not available, then immediate suspension of permit will occur.
3. All work performed pursuant to this permit shall be performed in accordance with the current Department of Transportation's Standard Specifications, Standard Plans, Encroachment Permit Utility Provisions dated May 2006, and shall comply with all provisions of this permit and the instructions of the State permit inspector. Any violation of this permit shall constitute grounds for revocation of the permit.
4. If contractor forces perform the work authorized by this permit, permittee's contractor shall furnish the State with a signed application requesting a separate Caltrans permit (Double Permit) authorizing the contractor to perform the work within the State's right of way on behalf of the permittee, a "Performance Bond" and a "Payment Bond" maybe required. Contractor's bonds maybe waived if the contractor has bonds for 100 percent of the project with the permittee.

Permittee's contractor will be required to reimburse the State for the cost incurred for engineering inspection of the work within the State highway right of way and all other permit related field work performed by Caltrans maintenance forces when, as determined by Caltrans, it becomes necessary.

Permittee's contractor is required to have the signed permit and the double permit with all Special Provisions and plans stamped "CALTRANS PERMIT PLANS" dated January 12, 2011 at the work site at all times while work is being conducted.

Permittee shall remain solely responsible for compliance with all requirements of this permit.

5. Permittee shall furnish the necessary inspection to provide for public safety and to insure that all work within or affecting the State's right of way pursuant to this permit is in accordance with State Standards and requirements. The State permit inspectors will monitor the work authorized under this permit and the work is subject to the approval of the State permit inspectors.
6. Prior to performing any work pursuant to this permit, the permittee shall obtain all necessary permits and authorizations required of other governmental agencies and by law. The permittee shall make the necessary arrangements with the appropriate agencies to monitor and test performed work to ensure accordance with requirements of those agencies.
7. Permittee is responsible for restoration and repair of the State's right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.). Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the State's right of way.
8. Existing traffic signal, lighting, electrical systems, and underground installations (shown on the permit plans or not) damaged by the work authorized by this permit shall be replaced in kind, restored in kind, or better as directed by the State permit inspectors at no cost to the State.
9. Potentially hazardous waste material, if encountered during implementation of permitted work, then all work within the effected area shall cease immediately. The permittee shall contact State permit inspector to arrange a site assessment by a Caltrans hazardous material coordinator.
10. American National Standards Institute (ANSI) compliant Class II vests and hard hats shall be worn while working within State's right-of-way. Workers working at night will be required to wear ANSI Class III warning garments. Class III compliance can be achieved by combining ANSI Class E pants worn with an ANSI Class II vest.

**SPECIAL PROVISIONS**

11. A minimum of 2 days prior to start of any excavation authorized by this permit, permittee shall notify Underground Service Alert at 1-800-422-4133.
12. A pre-job meeting with the State permit inspector prior to work is mandatory.
13. Pedestrian traffic shall be protected at all time.
14. See **"Red Marked"** on the traffic control plan. (Add **C30(CA)** at the right-turn lane on S/B of Western Ave.)
15. **Contractor shall apply a Double Permit (DP) prior to the work and pay for inspection fee in the amount of \$820.**
16. Permittee's contractor and/or contractors shall have proper licenses from the State of California and they shall provide proper documents as proof upon request.
17. Permittee's contractor shall submit a written schedule to the State permit inspector for review and approval prior to the beginning of the work.
18. The State permit inspector must ascertain and agree to all work details and all aspects of traffic control or no work shall begin on this permit.
19. Do not store materials within the State's right of way, remove materials at the end of the day, or properly store it as directed by State permit inspector.
20. Care shall be exercised at all times to protect existing State facilities. Any damage resulting from work performed under this permit shall be repaired immediately by permittee to the satisfaction of the State permit inspector at no cost to the State.
21. The California Public Resources Code Chapter 1.7, Section 5097.5 makes it a misdemeanor for anyone to knowingly disturb an archaeological or historical feature. California Public Resources Code Sections 5097.98 and 5097.99 require protection of Native American remains that may be found and outlines procedures for handling any burials found.  
The California Administrative Code, Title 14, Section 4308, requires that no person disfigure any object of historical interest or value. The California Penal Code, Title 14, Part 1, Section 622-1/2 makes it a misdemeanor to destroy anything of historical value within any public place.  
Should human skeletal material or archaeological material be found during construction activities, all work must be halted within 30 feet of the find. The Encroachment Permit Applicant shall notify the Caltrans Senior Archaeologist (Gary Iverson at 213-897-3818) immediately. Construction activities within 30 feet of the find shall remain halted until the Caltrans Senior Archaeologist (Gary Iverson) or his representative have determined that all legal compliance conditions have been met before any work may resume in the area of the find.  
The Department reserves the right to use other forces for exploratory work to identify the extent of areas requiring archaeological evaluation or recovery. Contractor labor, equipment and materials required to assist the archaeologist to ensure legal compliance shall be paid by the Encroachment Permit Applicant. All archaeological materials found during project activity shall become the property of the State."

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The attached District's Standard Special Provisions are generalizations of the Department's Standard Specifications and are included only as a convenience to the Permittee. Permittee shall reference the current Department's Standard Specifications for complete and unabridged specification requirements.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV. 07/2007)

Permission is requested to encroach on the State Highway right-of-way as follows:  
 (Complete all **BOXES** [write N/A if not applicable])  
 This application is not complete until all requirements have been approved.

1. COUNTY Los Angeles		2. ROUTE 213	3. POSTMILE 8.45	FOR CALTRANS USE PERMIT NO. 710-NTK-2303 DIST/CO/RTE/PM 7-LA-213-8.45 SIMPLEX STAMP 2303	
4. ADDRESS OR STREET NAME Western Ave, Torrance Blvd			5. CITY Torrance		
6. CROSS STREET (Distance and direction from site) Torrance Blvd			7. PORTION OF RIGHT-OF-WAY		
8. WORK TO BE PERFORMED BY <input type="checkbox"/> OWN FORCES <input checked="" type="checkbox"/> CONTRACTOR			9. EST. START DATE February 2011		10. EST. COMPLETION DATE February 2012
11. EXCAVATION	MAX. DEPTH NA	AVG. DEPTH NA	AVG. WIDTH NA	LENGTH NA	SURFACE TYPE NA
12. EST. COST IN STATE HIGHWAY RIGHT-OF-WAY			FUNDING SOURCE(S) <input type="checkbox"/> FEDERAL <input checked="" type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE		
13. PIPES	PRODUCT TYPE NA	DIAMETER NA	VOLTAGE / PSIG NA		14. CALTRANS PROJECT E.A. NUMBER NA

15. ☐ Double Permit Parent Permit Number \_\_\_\_\_

Applicant's Reference Number / Utility Work Order Number \_\_\_\_\_

16. Have your plans been reviewed by another Caltrans branch? ☒ NO ☐ YES (If "YES") Who? \_\_\_\_\_

17. Completely describe work to be done within STATE highway right-of-way :

Attach 6 complete sets of FOLDED plans (folded 8.5" x 11"), and any applicable specifications, calculations, maps, etc.  
 All dimensions shall be in U.S. Customary (English) Units.

TRAFFIC CONTROL ALONG TORRANCE BLVD AND WESTERN AVE TO DETOUR  
 TRAFFIC FROM CONSTRUCTION ON WEST BOUND TORRANCE BLVD WEST OF  
 WESTERN AVE, WITHIN TORRANCE CITY LIMITS

So. Region  
 Tokuyama, J. S. P.

18. Is a city, county, or other agency involved in the approval of this project?

☒ YES (If "YES", check type of project and attach environmental documentation and conditions of approval.)☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☒ OTHER TRAFFIC CONTROL FOR STREET REHABILITATION☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER RECEIVED☐ NO (If "NO", please check the category below which best describes the project, and complete page 4 of this application.)☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE, OR RESURFACING☐ PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS☐ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS☐ OTHER☐ FENCE☐ MAILBOX☐ EROSION CONTROL☐ LANDSCAPING19. Will this project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO  
(If "YES", provide a description)20. Is this project on an existing highway or street where the activity involves removal of a scenic resource including a significant tree or stand of trees, a rock outcropping or a historic building? ☐ YES ☒ NO (If "YES", provide a description)21. Is work being done on applicant's property? ☐ YES ☒ NO (If "YES", attach site and grading plans.)

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

City of Torrance

DEC 28 2010  
 OFFICE OF PERMITS

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV. 07/2007)

PERMIT NO.

710-NTE-2303

22. Will this proposed project require the disturbance of soil?

☐ YES ☒ NO

If "YES", estimate the area within State Highway right-of-way in square feet AND acres: \_\_\_\_\_ (ft<sup>2</sup>) AND \_\_\_\_\_ (acres)  
 estimate the area outside of State Highway right-of-way in square feet AND acres: \_\_\_\_\_ (ft<sup>2</sup>) AND \_\_\_\_\_ (acres)

23. Will this proposed project require dewatering?

☐ YES ☒ NO

If "YES", estimate total gallons AND gallons/month. \_\_\_\_\_ (gallons) AND \_\_\_\_\_ (gallons/month)

SOURCE\*: ☐ STORMWATER ☐ NON-STORMWATER(\*See Caltrans SWMP for definitions of non-storm water discharge: <http://www.dot.ca.gov/hq/env/stormwater/index.htm> )

24. How will any storm water or ground water be disposed of from within or near the limits of this proposed project?

☐ Storm Drain System ☐ Combined Sewer / Storm System ☐ Storm Water Retention Basin☒ Other(explain): NAPLEASE READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

**The applicant, understands and herein agrees to that an encroachment permit can be denied, and/or a bond required for non-payment of prior or present encroachment permit fees. Encroachment Permit fees may still be due when an application is withdrawn or denied, and that a denial may be appealed, in accordance with the California Streets and Highways Code, Section 671.5. All work shall be done in accordance with Caltrans rules and regulations subject to inspection and approval.**

**The applicant, understands and herein agrees to the general provisions, special provisions and conditions of the encroachment permit, and to indemnify and hold harmless the State, its officers, directors, agents, employees and each of them (Indemnitees) from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, judgments, losses and liabilities of every kind and nature whatsoever (Claims) arising out of or in connection with the issuance and/or use of this encroachment permit and the placement and subsequent operation and maintenance of said encroachment for: 1) bodily injury and/or death to persons including but not limited to the Applicant, the State and its officers, directors, agents and employees, the Indemnities, and the public; and 2) damage to property of anyone. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of Indemnities. The Applicant, however, shall not be obligated to indemnify Indemnities for Claims arising from the sole negligence and willful misconduct of State, its officers, directors, agents or employees.**

**DISCHARGES OF STORM WATER AND NON-STORM WATER: Work within State Highway right-of-way shall be conducted in compliance with all applicable requirements of the National Pollutant Discharge Elimination System (NPDES) permit issued to the Department of Transportation (Department), to govern the discharge of storm water and non-storm water from its properties. Work shall also be in compliance with all other applicable Federal, State and Local laws and regulations, and with the Department's Encroachment Permits Manual and encroachment permit. Compliance with the Departments NPDES permit requires amongst other things, the preparation and submission of a Storm Water Pollution Protection Plan (SWPPP), or a Water Pollution Control Program (WPCP), and the approval of same by the appropriate reviewing authority prior to the start of any work. Information on the requirements may also be reviewed on the Department's Construction Website at:**

**<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>**

25. NAME of APPLICANT or ORGANIZATION (Print or Type)

CITY OF TORRANCE, PUBLIC WORKS

E-MAIL ADDRESS

DEC 28 2010

ADDRESS of APPLICANT or ORGANIZATION WHERE PERMIT IS TO BE MAILED (Include City and Zip Code)

20500 MADRONA AVE, TORRANCE CA 90503

OFFICE OF PERMITS

PHONE NUMBER  
310-618-6259

FAX NUMBER (310) 781-6902

26. NAME of AUTHORIZED AGENT / ENGINEER (Print or Type)

LAUREN SABLAN

IS LETTER OF AUTHORIZATION ATTACHED?

☐ YES ☒ NO

E-MAIL ADDRESS

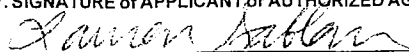
LSABLAN@TORRANCECA.GOV

ADDRESS of AUTHORIZED AGENT / ENGINEER (Include City and Zip Code)

PHONE NUMBER

FAX NUMBER

27. SIGNATURE of APPLICANT or AUTHORIZED AGENT



28. PRINT OR TYPE NAME

LAUREN SABLAN, PE

29. TITLE

ASSOCIATE ENG

30. DATE

12/20/10

**STANDARD ENCROACHMENT PERMIT APPLICATION**

TR-0100 (REV. 07/2007)

PERMIT NO.

710-NTK-2303

WORK ORDER/REFERENCE NUMBER

**FEE CALCULATION -- FOR CALTRANS USE**

☐ CASH    ☐ CREDITCARD    NAME ON CARD \_\_\_\_\_    PHONE NUMBER \_\_\_\_\_  
☐ CHECK    NUMBER \_\_\_\_\_    NAME ON CHECK \_\_\_\_\_    PHONE NUMBER \_\_\_\_\_  
☒ EXEMPT    ☐ PROJECT EA \_\_\_\_\_    ☐ DEFERRED BILLING (Utility)

CALCULATED BY		(1) <u>A. Harris</u>		(2)	
<b>REVIEW</b>	1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. <u>6</u> HOURS @ \$ <u>82</u> *	\$ <u>492</u> -		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *			\$ _____		\$ _____
<b>INSPECTION</b>	1. FEE / DEPOSIT	DATE	2. FEE / DEPOSIT	DATE	TOTAL FEE / DEPOSIT
1. <u>8</u> HOURS @ \$ <u>82</u> *	\$ <u>656</u> -		\$ _____		\$ _____
2. _____ HOURS @ \$ _____ *			\$ _____		\$ _____
<b>FIELDWORK</b>					
_____ HOURS @ \$ _____ *	\$ _____		\$ _____		\$ _____
<b>EQUIPMENT &amp; MATERIALS</b>	DEPOSIT	DATE	DEPOSIT	DATE	DEPOSIT
	\$ _____		\$ _____		\$ _____
<b>CASH DEPOSIT IN LIEU OF BOND</b>					
	\$ _____		\$ _____		\$ _____
<b>TOTAL COLLECTED</b>	\$ <u>1,148</u> -		\$ _____		
<b>CASHIER'S INITIALS</b>	<u>Exempt</u>				\$ _____
* The current hourly rate is set annually by Headquarters Accounting. District Office staff do not have authority to modify this rate.					
<b>PERFORMANCE BOND</b>	<input type="checkbox"/>	DATE		AMOUNT \$	
<b>PAYMENT BOND</b>	<input type="checkbox"/>	DATE		AMOUNT \$	
<b>LIABILITY INSURANCE REQUIRED?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO		AMOUNT \$		

RECEIVED  
 DEC 28 2010  
 OFFICE OF PERMITS

**APPENDIX VI**  
**CALTRANS STANDARD PLANS**



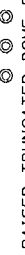
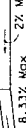
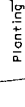
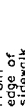
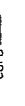
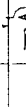
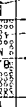
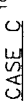


To accompany plans dated:



## NOTES:

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used to meet block locations, at site conditions dictate.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-0" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B, or C or may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
5. If located on a curve, the sides of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-0".
6. Side slope of ramp flares vary uniformly from a maximum of 10% of curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The curb ramp shall be outlined, as shown, with a 1'-0" wide border with  $\frac{1}{4}$ " grooves approximately  $\frac{1}{4}$ " on center. See grooving detail.
8. Transitions from ramps and landing to walks, gutters or streets shall be flush and free of abrupt changes.
9. Maximum slopes of adjoining gutters, the road surface immediately adjacent to the curb ramp, and accessible ramp shall not exceed 5 percent within 1'-0" of the top and bottom of the curb ramp.
10. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable Warning surface shall be constructed in accordance with this plan and the requirements in the Special Provisions.
11. The edge of the detectable warning surface nearest the street shall be between 6' and 8' from the gutter flowline.
12. Sidewalk and ramp thickness, "t", shall be  $3\frac{1}{2}$ " minimum.
13. Utility pull boxes, manholes, vaults and all other utility facilities shall be located in the sidewalk or street. They shall be constructed to grade by the owner prior to, or in conjunction with, curb ramp construction.
14. For retrofit conditions, removal and replacement of curb upon project plans. <sup>(100)</sup>  
The contractor is to match, unless otherwise shown on



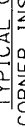
RAISED TRUNCATED DOME PATTERN (IN-LINE)  
DETECTABLE WARNING SURFACE



### GROOVING DETAIL



### RETROFIT DETAIL



DETAIL B  
TYPICAL ONE-RAMP  
CORNER INSTALLATION



Figure 1 is a schematic representation of the experimental design. It shows a sequence of events: a subject is presented with a stimulus (a horizontal bar), followed by a response (a vertical bar), and then a feedback (a horizontal bar). The response is labeled 'Response' and the feedback is labeled 'Feedback'.

RSP A88A DATED SEPTEMBER 1, 2006 SUPERSEDES STANDARD PLAN A88A  
DATED MAY 1, 2006 - PAGE 115 OF THE STANDARD PLANS BOOK DATED MAY 2006.

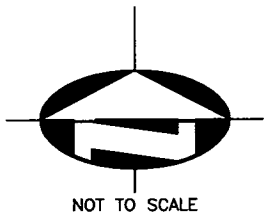
## REVISÉ STANDARD PLAN RSP A88A



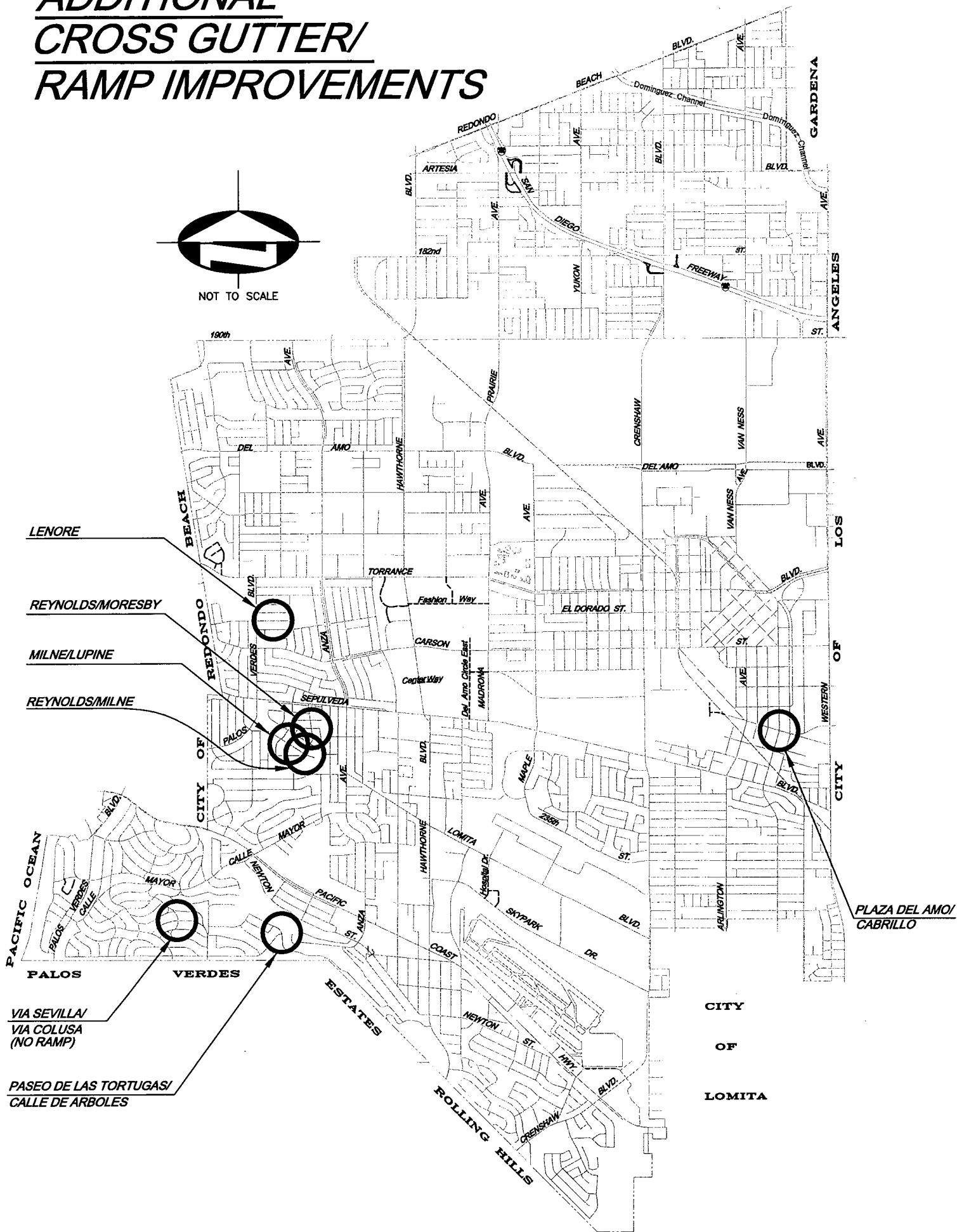
**APPENDIX VII**  
**ADDITIONAL CROSS GUTTER/RAMP IMPROVEMENT INFORMATION**



ADDITIONAL  
CROSS GUTTER/  
RAMP IMPROVEM



NOT TO SCALE



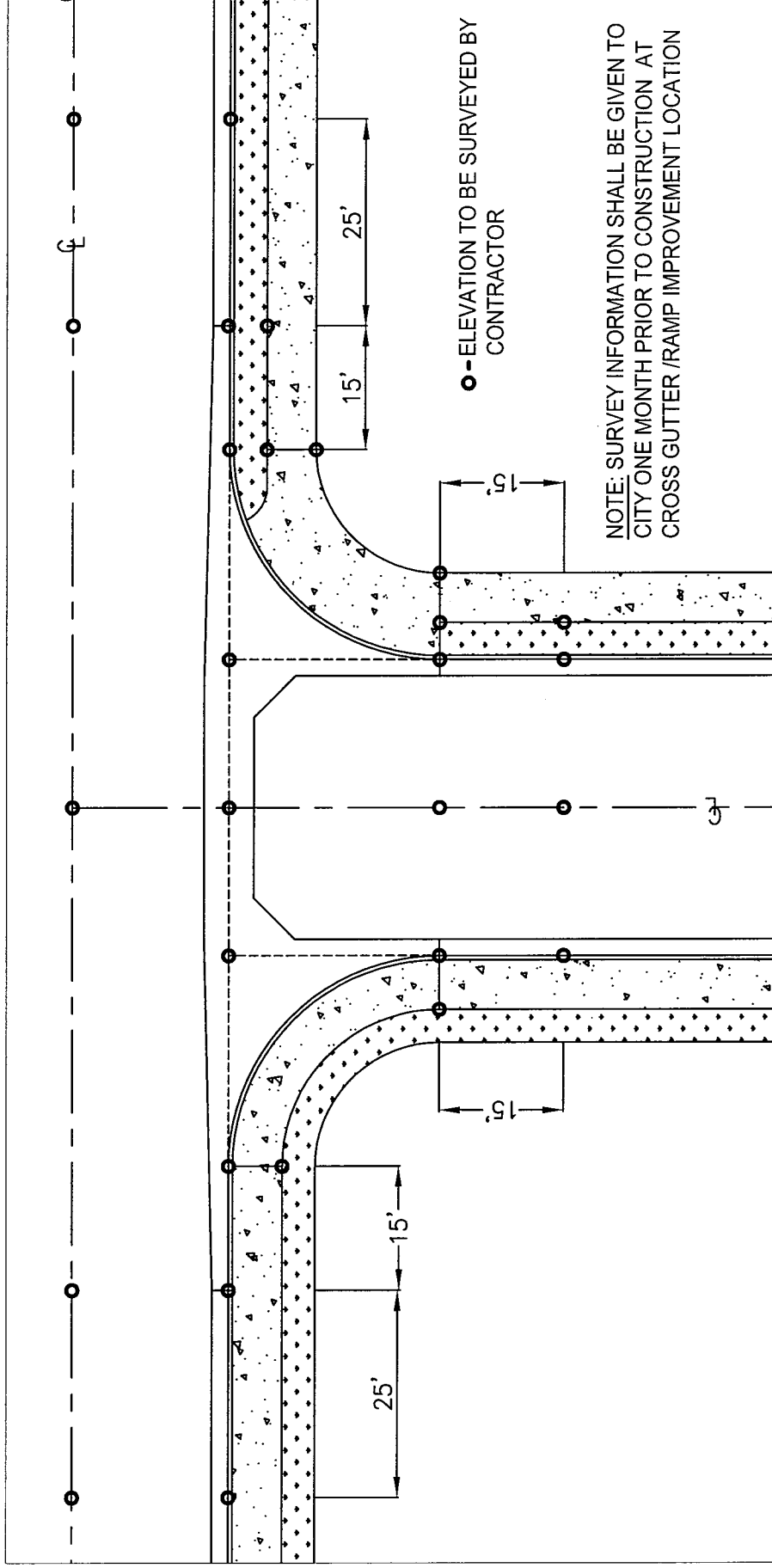


# ADDITIONAL CROSS GUTTERS/RAMP IMPROVEMENTS

Improvement Intersection	Cross Gutter SPWC STD (Cross Slope <4%)	St Width [FT]	Curb Return 1 Radius [FT]	Curb Return 2 Radius [FT]	Curb Ramps w/Detectable Warnings [EA]	Additional Curb & Gutter STD 120-1 A2-200(8) [LF]	Additional Reconstruction of Street in addition to 1' slot patch (2" C2-PG 64- 10, 2" B-PG 64-10, on 12" CMB) [SF]
Plaza Del Amo/Cabrillo	122-1	56	15	25	2	-	768
Paseo De Las Tortugas/ Calle De Arboles	122-1	34	25	25	2	-	-
Via Sevilla/Via Colusa	122-1	27	25	28	-	5	-
Reynolds/Moresby	122-1	35	26	26	2	-	-
Reynolds/Moresby	122-1	35	28	28	2	-	-
Reynolds/Milne	122-1	34	30	30	2	-	-
Reynolds/Milne	122-1	34	30	30	2	-	-
Milne/Lupine	122-1	34	25	25	2	-	-
Lenore	123-1 MOD	34	N/A	N/A	-	-	-







## TYPICAL SURVEY POINTS

FOR ADDITIONAL CROSS GUTTER/RAMP IMPROVEMENT LOCATIONS









SCALE: 1" = 40'

PASEO

DE

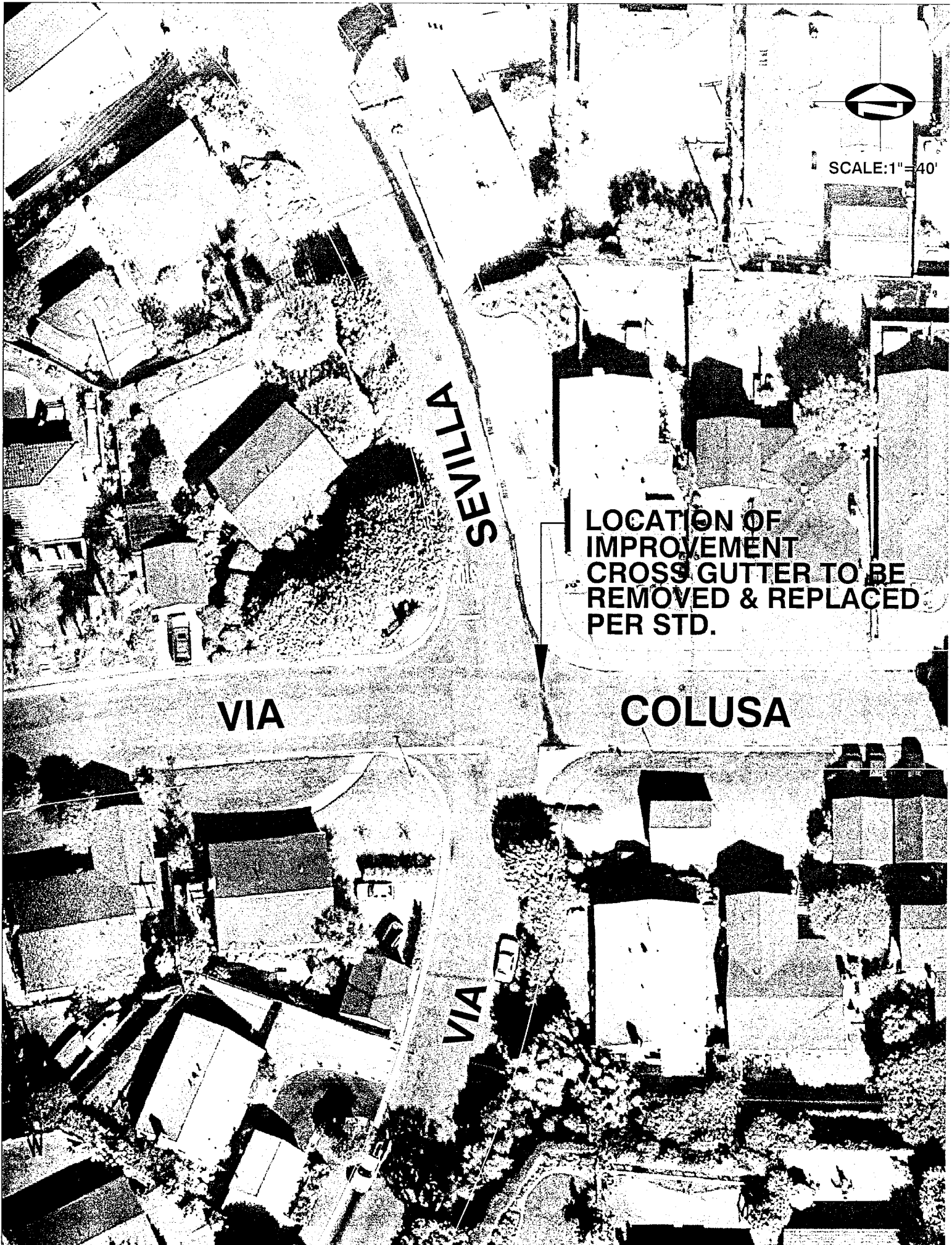
LOCATION OF  
IMPROVEMENT  
CROSS GUTTER TO BE  
REMOVED & REPLACED  
PER STD.

LAS

TORTUGAS

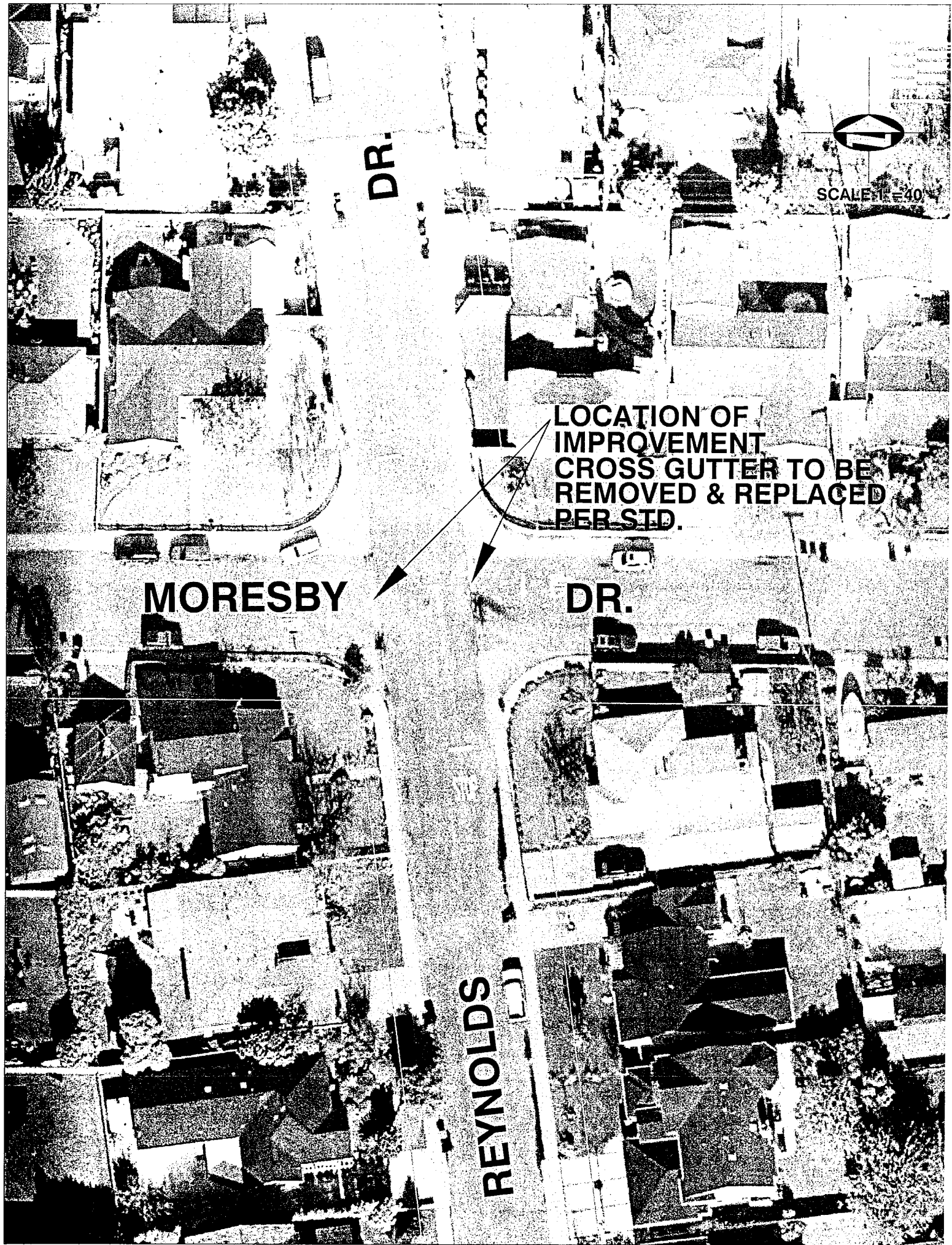
CALLE DE ARBOLES











**DR.**

SCALE 1" = 40'

**LOCATION OF  
IMPROVEMENT  
CROSS GUTTER TO BE  
REMOVED & REPLACED  
PER STD.**

**MORESBY**

**DR.**

**REYNOLDS**





SCALE: 1"=40'

LOCATION OF  
IMPROVEMENT  
CROSS GUTTER TO BE  
REMOVED & REPLACED  
PER STD.

MILNE

RD.

DR.

REYNOLDS



ELLINWOOD



SCALE: 1"=40'

MILNE

LOCATION OF  
IMPROVEMENT  
CROSS GUTTER TO BE  
REMOVED & REPLACED  
PER STD.

LUPINE DR.

DR.





PAUL AVE.

LENORE

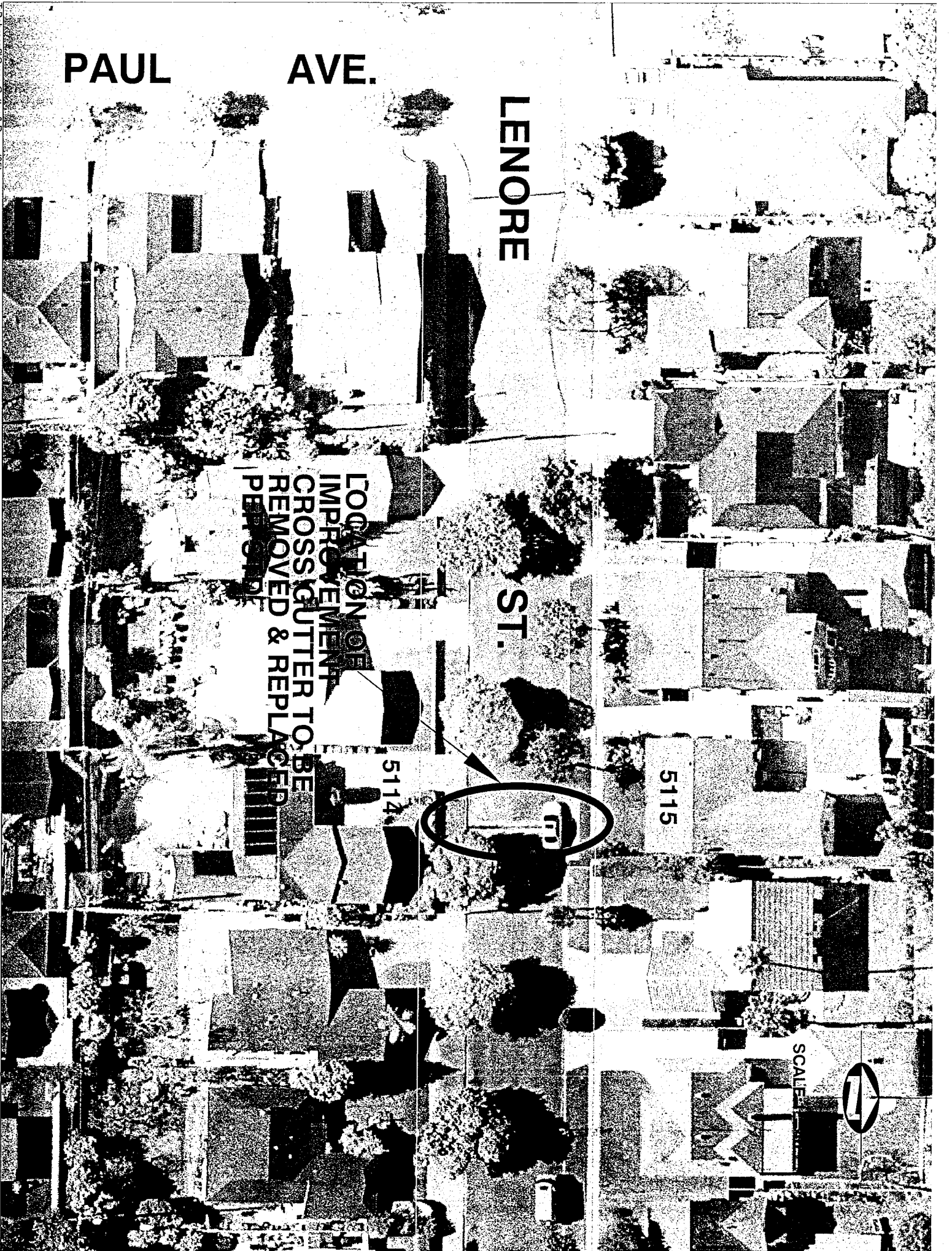
ST.

LOCATION OF  
IMPROVEMENT  
CROSS GUTTER TO BE  
REMOVED & REPLACED  
PER STATE

5114

5115

SCALE







**APPENDIX VIII**  
**PROJECT CONSTRUCTION SIGNS**



ROUND CORNERS IF ALUMINUM  
OPTION USED

BLACK LETTERS

6'x6'x3/4" PLYWOOD BOARD  
OR  
6'x6'x.08" ALUMINUM SHEET

WHITE BACKGROUND

3 - 3/8" CARRIAGE BOLTS  
(5" LONG)  
TYPICAL EACH POST

1" BLACK LINE

**TORRANCE BLVD.  
REHABILITATION**

**YOUR TAX DOLLARS  
AT WORK**

CITY COUNCIL

FRANK SCOTTO - MAYOR

GENE BARNETT      CLIFF NUMARK

TOM BREWER      SUSAN M. RHILINGER

PAT FUREY      BILL SUTHERLAND

LINDA M. BARNETT - CITY TREASURER

SUE HERBERS - CITY CLERK

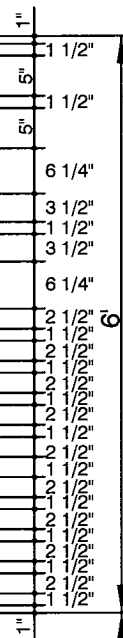
LeROY J. JACKSON - CITY MANAGER

INFO: (310) 781-6900

12"  
TYP.

4"x4" WOODEN POST

GROUND  
SURFACE



7'

4'



## **APPENDIX IX**

### **NPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITY**

**AND**

### **SAMPLE NOTICE OF INTENT**

*(The latest version of these documents can be located at  
[www.waterboards.ca.gov/stormwtr/docs/finalconstpermit.pdf](http://www.waterboards.ca.gov/stormwtr/docs/finalconstpermit.pdf))*





Linda S Adams  
Secretary for  
Environmental Protection

# State Water Resources Control Board

## Division of Water Quality

1001 I Street • Sacramento, California 95814 • (916) 341-5537  
Mailing Address: P.O. Box 1977 • Sacramento, California • 95812-1977  
FAX (916) 341-5543 • Internet Address: [http://www.waterboards.ca.gov/water\\_issues/programs/stormwater](http://www.waterboards.ca.gov/water_issues/programs/stormwater)



Arnold Schwarzenegger  
Governor

## CHECKLIST FOR SUBMITTING A NOTICE OF INTENT

In order for the State Water Resources Control Board to expeditiously process your Notice of Intent (NOI), the following items must be submitted to either of the addresses indicated below:

1. \_\_\_\_\_ NOI (please keep a copy for your files) with all applicable sections completed and original signature of the landowner or signatory agent;
2. \_\_\_\_\_ Check made out to the "State Water Resources Control Board"  
See reverse for listing of fees by acre. The fee is based on the "Total Acres to be Disturbed" for the life of the project.
3. \_\_\_\_\_ Site Map of the facility (see NOI instructions). DO NOT SEND BLUEPRINTS

### U.S. Postal Service Address

State Water Resources Control Board  
Division of Water Quality  
Attn: Storm Water Section  
P.O. Box 1977  
Sacramento, CA 95812-1977

### Overnight Mailing Address

State Water Resources Control Board  
Division Of Water Quality  
Attn: Storm Water, 15<sup>th</sup> Floor  
1001 I Street  
Sacramento, CA 95814

NOIs are processed in the order they are received. A NOI receipt letter will be mailed to the land owner within approximately two weeks. Incomplete NOI submittals will be returned to the landowner's address within the same timeframe and will specify the reason(s) for return. If you need a receipt letter by a specific date (for example, to provide to a local agency), we advise that you submit your NOI thirty (30) days prior to the date the receipt letter is needed.

Please do not call us to verify your NOI status. A copy of your NOI receipt letter will be available on our web page within twenty-four (24) hours of processing. Go to:  
[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/databases.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/databases.shtml)  
to retrieve an electronic copy of your NOI receipt letter. If you have any questions regarding this matter, please contact us at (916) 341-5537.

## Construction Annual Fees by Acre

Partial Acreage rounded to nearest whole number

<u>Acres</u>	<u>Fee</u>	<u>21% Surcharge</u>	<u>Total Fee</u>	<u>Acres</u>	<u>Fee</u>	<u>21% Surcharge</u>	<u>Total Fee</u>
0	\$238	\$50	\$288	51	\$1,462	\$307	\$1,769
1	\$262	\$55	\$317	52	\$1,486	\$312	\$1,798
2	\$286	\$60	\$346	53	\$1,510	\$317	\$1,827
3	\$310	\$65	\$375	54	\$1,534	\$322	\$1,856
4	\$334	\$70	\$404	55	\$1,558	\$327	\$1,885
5	\$358	\$75	\$433	56	\$1,582	\$332	\$1,914
6	\$382	\$80	\$462	57	\$1,606	\$337	\$1,943
7	\$406	\$85	\$491	58	\$1,630	\$342	\$1,972
8	\$430	\$90	\$520	59	\$1,654	\$347	\$2,001
9	\$454	\$95	\$549	60	\$1,678	\$352	\$2,030
10	\$478	\$100	\$578	61	\$1,702	\$357	\$2,059
11	\$502	\$105	\$607	62	\$1,726	\$362	\$2,088
12	\$526	\$110	\$636	63	\$1,750	\$368	\$2,118
13	\$550	\$116	\$666	64	\$1,774	\$373	\$2,147
14	\$574	\$121	\$695	65	\$1,798	\$378	\$2,176
15	\$598	\$126	\$724	66	\$1,822	\$383	\$2,205
16	\$622	\$131	\$753	67	\$1,846	\$388	\$2,234
17	\$646	\$136	\$782	68	\$1,870	\$393	\$2,263
18	\$670	\$141	\$811	69	\$1,894	\$398	\$2,292
19	\$694	\$146	\$840	70	\$1,918	\$403	\$2,321
20	\$718	\$151	\$869	71	\$1,942	\$408	\$2,350
21	\$742	\$156	\$898	72	\$1,966	\$413	\$2,379
22	\$766	\$161	\$927	73	\$1,990	\$418	\$2,408
23	\$790	\$166	\$956	74	\$2,014	\$423	\$2,437
24	\$814	\$171	\$985	75	\$2,038	\$428	\$2,466
25	\$838	\$176	\$1,014	76	\$2,062	\$433	\$2,495
26	\$862	\$181	\$1,043	77	\$2,086	\$438	\$2,524
27	\$886	\$186	\$1,072	78	\$2,110	\$443	\$2,553
28	\$910	\$191	\$1,101	79	\$2,134	\$448	\$2,582
29	\$934	\$196	\$1,130	80	\$2,158	\$453	\$2,611
30	\$958	\$201	\$1,159	81	\$2,182	\$458	\$2,640
31	\$982	\$206	\$1,188	82	\$2,206	\$463	\$2,669
32	\$1,006	\$211	\$1,217	83	\$2,230	\$468	\$2,698
33	\$1,030	\$216	\$1,246	84	\$2,254	\$473	\$2,727
34	\$1,054	\$221	\$1,275	85	\$2,278	\$478	\$2,756
35	\$1,078	\$226	\$1,304	86	\$2,302	\$483	\$2,785
36	\$1,102	\$231	\$1,333	87	\$2,326	\$488	\$2,814
37	\$1,126	\$236	\$1,362	88	\$2,350	\$494	\$2,844
38	\$1,150	\$242	\$1,392	89	\$2,374	\$499	\$2,873
39	\$1,174	\$247	\$1,421	90	\$2,398	\$504	\$2,902
40	\$1,198	\$252	\$1,450	91	\$2,422	\$509	\$2,931
41	\$1,222	\$257	\$1,479	92	\$2,446	\$514	\$2,960
42	\$1,246	\$262	\$1,508	93	\$2,470	\$519	\$2,989
43	\$1,270	\$267	\$1,537	94	\$2,494	\$524	\$3,018
44	\$1,294	\$272	\$1,566	95	\$2,518	\$529	\$3,047
45	\$1,318	\$277	\$1,595	96	\$2,542	\$534	\$3,076
46	\$1,342	\$282	\$1,624	97	\$2,566	\$539	\$3,105
47	\$1,366	\$287	\$1,653	98	\$2,590	\$544	\$3,134
48	\$1,390	\$292	\$1,682	99	\$2,614	\$549	\$3,163
49	\$1,414	\$297	\$1,711	>100	\$2,618	\$550	\$3,168
50	\$1,438	\$302	\$1,740				



FACT SHEET  
FOR  
WATER QUALITY ORDER 99-08-DWQ

STATE WATER RESOURCES CONTROL BOARD (SWRCB)  
901 P STREET, SACRAMENTO, CALIFORNIA 95814

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
GENERAL PERMIT FOR  
STORM WATER DISCHARGES ASSOCIATED WITH  
CONSTRUCTION ACTIVITY (GENERAL PERMIT)

BACKGROUND

In 1972, the Federal Water Pollution Control Act (also referred to as the Clean Water Act [CWA]) was amended to provide that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with an NPDES permit. The 1987 amendments to the CWA added Section 402(p) which establishes a framework for regulating municipal and industrial storm water discharges under the NPDES Program. On November 16, 1990, the U.S. Environmental Protection Agency (USEPA) published final regulations that establish storm water permit application requirements for specified categories of industries. The regulations provide that discharges of storm water to waters of the United States from construction projects that encompass five (5) or more acres of soil disturbance are effectively prohibited unless the discharge is in compliance with an NPDES Permit. Regulations (Phase II Rule) that became final on December 8, 1999 expand the existing NPDES program to address storm water discharges from construction sites that disturb land equal to or greater than one (1) acre and less than five (5) acres (small construction activity). The regulations require that small construction activity, other than those regulated under an individual or Regional Water Quality Control Board General Permit, must be permitted no later than March 10, 2003.

While federal regulations allow two permitting options for storm water discharges (individual permits and General Permits), the SWRCB has elected to adopt only one statewide General Permit at this time that will apply to all storm water discharges associated with construction activity, except from those on Tribal Lands, in the Lake Tahoe Hydrologic Unit, and those performed by the California Department of Transportation (Caltrans). Construction on Tribal Lands is regulated by an USEPA permit, the Lahontan Regional Water Control Board adopted a separate NPDES permit for the Lake Tahoe Hydrologic Unit, and the SWRCB adopted a separate NPDES permit for Caltrans projects. This General Permit requires all dischargers where construction activity disturbs one acre or more, to:

1. Develop and implement a Storm Water Pollution Prevention Plan (SWPPP) which specifies Best Management Practices (BMPs) that will prevent all construction pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site into receiving waters.

2. Eliminate or reduce nonstorm water discharges to storm sewer systems and other waters of the nation.
3. Perform inspections of all BMPs.

This General Permit shall be implemented and enforced by the nine California Regional Water Quality Control Boards (RWQCBs).

The General Permit accompanying this fact sheet regulates storm water runoff from construction sites. Regulating many storm water discharges under one permit will greatly reduce the otherwise overwhelming administrative burden associated with permitting individual storm water discharges. Dischargers shall submit a Notice of Intent (NOI) to obtain coverage under this General Permit. It is expected that as the storm water program develops, the RWQCBs may issue General Permits or individual permits containing more specific permit provisions. When this occurs, those dischargers will no longer be regulated by this General Permit.

On August 19, 1999, the State Water Resources Control Board (SWRCB) reissued the General Construction Storm Water Permit (Water Quality Order 99-08-DWQ referred to as "General Permit"). The San Francisco BayKeeper, Santa Monica BayKeeper, San Diego BayKeeper, and Orange Coast Keeper filed a petition for writ of mandate challenging the General Permit in the Superior Court, County of Sacramento. The Court issued a judgment and writ of mandate on September 15, 2000. The Court directed the SWRCB to modify the provisions of the General Permit to require permittees to implement specific sampling and analytical procedures to determine whether Best Management Practices (BMPs) implemented on a construction site are: (1) preventing further impairment by sediment in storm waters discharged directly into waters listed as impaired for sediment or silt, and (2 ) preventing other pollutants, that are known or should be known by permittees to occur on construction sites and that are not visually detectable in storm water discharges, from causing or contributing to exceedances of water quality objectives. The monitoring provisions in the General Permit have been modified pursuant to the court order.

#### TYPES OF CONSTRUCTION ACTIVITY COVERED BY THIS GENERAL PERMIT

Construction activity subject to this General Permit includes clearing, grading, disturbances to the ground such as stockpiling, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to this General Permit if the construction activity is part of a larger common plan of development that encompasses one or more acres of soil disturbance or if there is significant water quality impairment resulting from the activity. Construction activity does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility, nor does it include emergency construction activities required to protect public health and safety. Dischargers should confirm with the local RWQCB whether or not a particular routine maintenance activity is subject to this General Permit.

A construction project which includes a dredge and/or fill discharge to any jurisdictional surface water (e.g., wetland, channel, pond, or marine water) will also need a CWA Section 404 permit

from the U.S. Army Corps of Engineers and a CWA Section 401 Water Quality Certification from the RWQCB/SWRCB. Storm water discharges from dredge spoil placement which occurs outside of Corps jurisdiction (upland sites) and are part of construction activity which disturbs one or more acres of land are covered by this general permit. Proponents of construction projects which disturb one or more acres of land within the jurisdictional boundaries of a CWA Section 404 permit should contact the local RWQCB to determine the applicability of this permit to the project.

### NOTIFICATION REQUIREMENTS

It is the responsibility of the landowner to obtain coverage under this General Permit prior to commencement of construction activities. To obtain coverage, the landowner must file an NOI with a vicinity map and the appropriate fee with the SWRCB. In addition, coverage under this permit shall not occur until the applicant develops an adequate SWPPP for the project. Section A of the General Permit outlines the required contents of a SWPPP. For proposed construction activity on easements or on nearby property by agreement or permission, the entity responsible for the construction activity shall file an NOI and filing fee and shall be responsible for development of the SWPPP, all of which must occur prior to commencement of construction activities.

A separate NOI shall be submitted to the SWRCB for each construction site. Owners of new construction shall file an NOI prior to the commencement of construction. Owners of an ongoing construction site that is covered under the previous General Construction Permit (WQ Order No.92-08-DWQ) (1) shall continue to implement their existing SWPPP and monitoring program and (2) shall implement any necessary revisions to their SWPPP in a timely manner but in no case later than 90-calendar days from adoption of this General Permit in accordance with Section A of this General Permit.

The NOI requirements of the General Permit are intended to establish a mechanism which can be used to clearly identify the responsible parties, locations, and scope of operations of dischargers covered by the General Permit and to document the discharger's knowledge of the requirements for a SWPPP.

The NOI must be sent to the following address:

State Water Resources Control Board  
Division of Water Quality  
Storm Water Permit Unit  
P.O. Box 1977  
Sacramento, CA 95812-1977

The Annual fees are established through regulations adopted by the SWRCB. The total annual fee is the current base fee plus applicable surcharges for all construction sites submitting an NOI.

When construction is complete or ownership has been transferred, dischargers shall file a Notice of Termination with the RWQCB certifying that all State and local requirements have been met in accordance with Special Provisions for Construction Activity, C.7, of the General Permit.

Dischargers who fail to obtain coverage under this General Permit for storm water discharges to surface waters will be in violation of the CWA and the California Water Code.

#### CONSTRUCTION ACTIVITY NOT COVERED BY THIS GENERAL PERMIT

This General Permit does not apply to storm water discharges from (1) those areas on Tribal Lands; (2) the Lake Tahoe Hydrologic Unit; (3) construction under one acre, unless part of a larger common plan of development or sale; (4) projects covered by an individual NPDES Permit for storm water discharges associated with construction activity; and (5) landfill construction that is subject to the general industrial permit.

Storm water discharges in the Lake Tahoe Hydrologic Unit are regulated by a separate permit(s) adopted by the California Regional Water Quality Control Board, Lahontan Region (LRWQCB). USEPA regulates storm water discharges on Tribal Lands. Permit applications for storm water discharges that will be conducted in the Lake Tahoe Hydrologic Unit must be submitted directly to the LRWQCB.

#### DESCRIPTION OF GENERAL PERMIT CONDITIONS

The following is a brief description of the major provisions of the General Permit and the basis for the General Permit.

##### Prohibitions

This General Permit authorizes the discharge of storm water to surface waters from construction activities that result in the disturbance of one or more acres of land. It prohibits the discharge of materials other than storm water and authorized non-storm water discharges and all discharges which contain a hazardous substance in excess of reportable quantities established at 40 Code of Federal Regulations (CFR) 117.3 or 40 CFR 302.4 unless a separate NPDES Permit has been issued to regulate those discharges. In addition, this General Permit contains provisions that uphold discharge prohibitions contained in water quality control plans, as implemented through the nine RWQCBs.

##### Effluent Limitations

Permits for storm water discharges associated with construction activity shall meet all applicable provisions of Sections 301 and 402 of the CWA. These provisions require controls of pollutant discharges that utilize best available technology economically achievable (BAT) and best conventional pollutant control technology (BCT) to reduce pollutants and any more stringent controls necessary to meet water quality standards.

It is not feasible at this time for the SWRCB to establish numeric effluent limitations. The reasons why it is not feasible to establish numeric effluent limitations are discussed in detail in SWRCB Order Nos. WQ 91-03 and WQ 91-04. Therefore, the effluent limitations contained in this General Permit are narrative and include the requirement to implement appropriate BMPs.

The BMPs shall primarily emphasize source controls such as erosion control and pollution prevention methods. The discharger shall also install structural controls, as necessary, such as sediment control which will constitute BAT and BCT and will achieve compliance with water quality standards. The narrative effluent limitations constitute compliance with the requirements of the CWA.

Elimination or reduction of nonstorm water discharges is a major goal of this General Permit. Nonstorm water discharges include a wide variety of sources, including improper dumping, spills, or leakage from storage tanks or transfer areas. Nonstorm water discharges may contribute a significant pollutant load to receiving waters. Measures to control spills, leakage, and dumping and to prevent illicit connections during construction shall be addressed through structural as well as non-structural BMPs.

This General Permit prohibits the discharge of materials other than storm water and authorized nonstorm water discharges. It is recognized that certain nonstorm water discharges may be necessary for the completion of construction projects. Such discharges include, but are not limited to irrigation of vegetative erosion control measures, pipe flushing and testing, street cleaning, and dewatering. Such discharges are allowed by this General Permit provided they are not relied upon to clean up failed or inadequate construction or post-construction BMPs designed to keep materials onsite. These authorized nonstorm water discharges shall (1) be infeasible to eliminate, (2) comply with BMPs as described in the SWPPP, and (3) not cause or contribute to a violation of water quality standards. Additionally, these discharges may be required to be permitted by the local RWQCB (e.g., some RWQCBs have adopted General Permits for dewatering discharges). This General Permit is performance-based to the extent that it prohibits the discharge of storm water that causes or threatens to cause pollution, contamination, or nuisance; but it also allows the owner/developer to determine the most economical, effective, and possibly innovative BMPs.

The requirements of this General Permit are intended to be implemented on a year-round basis, not just during the part of the year when there is a high probability of a precipitation event which results in storm water runoff. The permit should be implemented at the appropriate level and in a proactive manner during all seasons while construction is ongoing.

Weather and storm predictions or weather information concerning the 10-year, 6-hour storm event and mean annual rainfall can be obtained by calling the Western Regional Climate Center at 775-674-7010 or via the internet at [www.wrcc.dri.edu/precip.html](http://www.wrcc.dri.edu/precip.html) and/or [www.wrcc.dri.edu/pcpnfreq.html](http://www.wrcc.dri.edu/pcpnfreq.html).

#### Receiving Water Limitations Language

The receiving water limitations language is fundamentally different from the language adopted in the SWRCB General Industrial Activities Storm Water Permit on April 17, 1997. Construction related activities which cause or contribute to an exceedance of water quality standards must be corrected immediately and cannot wait for the RWQCB to approve a plan of action to correct. The dynamic nature of construction activity allows the discharger the ability to more quickly identify and correct the source of the exceedances. Therefore, the owner is

required to take immediate corrective action and to provide a report to the appropriate RWQCB within

14-calendar days of the violation describing the corrective action.

#### Storm Water Pollution Prevention Plan (SWPPP)

This General Permit requires development and implementation of a SWPPP. This document emphasizes the use of appropriately selected, correctly installed and maintained pollution reduction BMPs. This approach provides the flexibility necessary to establish BMPs which can effectively address source control of pollutants during changing construction activities.

All dischargers shall prepare and implement a SWPPP prior to disturbing a site. The SWPPP must be implemented at the appropriate level to protect water quality at all times throughout the life of the project. Nonstorm water BMPs must be implemented year round. The SWPPP shall remain on the site while the site is under construction, commencing with the initial mobilization and ending with the termination of coverage under the permit.

The SWPPP has two major objectives: (1) to help identify the sources of sediment and other pollutants that affect the quality of storm water discharges and (2) to describe and ensure the implementation of BMPs to reduce or eliminate sediment and other pollutants in storm water as well as nonstorm water discharges. The SWPPP shall include BMPs which address source control and, if necessary, shall also include BMPs which address pollutant control.

Required elements of a SWPPP include: (1) site description addressing the elements and characteristics specific to the site, (2) descriptions of BMPs for erosion and sediment controls, (3) BMPs for construction waste handling and disposal, (4) implementation of approved local plans, (5) proposed post-construction controls, including description of local post-construction erosion and sediment control requirements, and (6) nonstorm water management.

To ensure that the preparation, implementation, and oversight of the SWPPP is sufficient for effective pollution prevention, individuals responsible for creating, revising, overseeing, and implementing the SWPPP should participate in applicable training programs and document such training in the SWPPP.

SWPPPs are reports that are available to the public under Section 308(b) of the CWA and will be made available by the RWQCB upon request.

#### Monitoring Program

Another major feature of the General Permit is the development and implementation of a monitoring program. All dischargers are required to conduct inspections of the construction site prior to anticipated storm events and after actual storm events. During extended storm events, inspections must be made during each 24-hour period. The goals of these inspections are (1) to identify areas contributing to a storm water discharge; (2) to evaluate whether measures to reduce pollutant loadings identified in the SWPPP are adequate and properly installed and functioning in accordance with the terms of the General Permit; and (3) whether additional control practices or corrective maintenance activities are needed. Equipment, materials, and

workers must be available for rapid response to failures and emergencies. All corrective maintenance to BMPs shall be performed as soon as possible, depending upon worker safety.

Each discharger shall certify annually that the construction activities are in compliance with the requirements of this General Permit. Dischargers who cannot certify annual compliance shall notify the appropriate RWQCB. A well-developed monitoring program will provide a good method for checking the effectiveness of the SWPPP.

#### Retention of Records

The discharger is required to retain records of all monitoring information, copies of all reports required by this General Permit, and records of all data used to complete the NOI for all construction activities to be covered by the General Permit for a period of at least three years from the date generated. This period may be extended by request of the SWRCB and/or RWQCB. With the exception of reporting noncompliance to the appropriate RWQCB, dischargers are not required to submit the records, except upon specific request by the RWQCB.

NOTICE OF INTENT (NOI) TO COMPLY WITH THE TERMS  
OF THE GENERAL PERMIT TO DISCHARGE STORM WATER  
ASSOCIATED WITH CONSTRUCTION ACTIVITY

GENERAL INSTRUCTIONS

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Who Must Submit

Discharges of storm water associated with construction that results in the disturbance of one acre or more of land must apply for coverage under the General Construction Activities Storm Water Permit (General Permit). Construction activity which is a part of a larger common area of development or sale must also be permitted. (For example, if 4 acres of a 20-acre subdivision is disturbed by construction activities, and the remaining 16 acres is to be developed at a future date, the property owner must obtain a General Storm Water Permit for the 4-acre project). Construction activity includes, but is not limited to: clearing, grading, demolition, excavation, construction of new structures, and reconstruction of existing facilities involving removal and replacement that results in soil disturbance. This includes construction access roads, staging areas, storage areas, stockpiles, and any off-site areas which receive run-off from the construction project such as discharge points into a receiving water. Construction activity does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility.

The owner of the land where the construction activity is occurring is responsible for obtaining a permit. Owners may obtain coverage under the General Permit by filing a NOI in accordance with the following instructions. Coverage for construction activity conducted on easements (e.g., pipeline construction) or on nearby properties by agreement or permission, or by an owner or lessee of a mineral estate (oil, gas, geothermal, aggregate, precious metals, and/or industrial minerals) entitled to conduct the activities, shall be obtained by the entity responsible for the construction activity. Linear construction projects which will have construction activity occurring in one or more than one Region should contact the State Water Resources Control Board at the number listed below prior to submitting an NOI application for specific information related to the use of the NOI form.

Construction Activity Not Covered By This General Permit

Storm water discharges in the Lake Tahoe Hydrologic Unit will be regulated by a separate permit(s) adopted by the California Regional Water Quality Control Board, Lahontan Region, and will not be covered under the State Water Resources Control Board's (SWRCB) General Permit. Storm water discharges on Indian Lands will be regulated by the U.S. Environmental Protection Agency.



### Where to Apply

The NOI form, vicinity map, and appropriate fee must be mailed to the SWRCB at the following address:

State Water Resources Control Board  
Division of Water Quality  
Attn: Storm Water Permit Unit  
P.O. Box 1977  
Sacramento, CA 95812-1977

### When to Apply

Property owners proposing to conduct construction activities subject to this General Permit must file a Notice of Intent prior to the commencement of construction activity.

### Fees

The total annual fee is the current base fee plus applicable surcharges for all construction sites submitting an NOI. Checks should be made payable to: SWRCB.

### Completing the Notice of Intent (NOI)

The submittal to obtain coverage under the General Permit must include a completed NOI Form (Notice of Intent, attached), a vicinity map, and the appropriate annual fee. The NOI must be completely and accurately filled out; the vicinity map and annual fee must be included with the NOI or the submittal is considered incomplete and will be rejected. A construction site is considered to be covered by the General Permit upon filing a complete NOI submittal, and implementation of a defensible Storm Water Pollution Prevention Plan (SWPPP). Upon receipt of a complete NOI submittal, each discharger will be sent a receipt letter containing the waste discharger's identification (WDID) number.

### Questions?

If you have any questions on completing the NOI please call the SWRCB at (916) 341-5537.

## NOI-LINE-BY-LINE INSTRUCTIONS

Please type or print when completing the NOI Form and vicinity map.

### SECTION I--NOI STATUS

Mark one of the two boxes at the top portion of the NOI. Check box 1 if the NOI is being completed for new construction. Check box 2 if the NOI is being submitted to report changes for a construction site already covered by the General Permit. An example of a change that warrants a resubmittal of the NOI is a change of total area of the construction site. The permit is non-transferable, a change of ownership requires a Notice of Termination (NOT) submittal and a new NOI. Complete only those portions of the NOI that apply to the changes (the NOI must always be signed). If box 2 is checked, the WDID number must be included.

### SECTION II--PROPERTY OWNER

Enter the construction site owner's official or legal name and address; contact person (if other than owner), title, and telephone number.

### SECTION III--DEVELOPER / CONTRACTOR INFORMATION

Enter the name of the developer's (or general contractor's) official or legal name, address, contact person, title, and telephone number. The contact person should be someone who is familiar with the construction site and is responsible for compliance and oversight of the general permit.

### SECTION IV--CONSTRUCTION PROJECT INFORMATION

Enter the project name, site address, county, city, (or nearest city if construction is occurring in an unincorporated area), zip code, and telephone number (if any) of the construction site. Include an emergency contact telephone or pager number. Construction site information should include latitude and longitude designations, tract numbers, and/or mile post markers, if applicable. The site contact person should be someone who is familiar with the project, site plans, SWPPP, and monitoring program. All NOIs must be accompanied by a vicinity map.

Part A: Enter the total size in acres of all areas associated with construction activity, including all access roads.

Part B: Enter the total size in acres of the area to be disturbed by construction activity and the percentage of the area listed in Part A above that this represents.

Part C: Enter the percentage of the site that is impervious (areas where water cannot soak into the ground, such as concrete, asphalt, rooftops, etc.) before and after construction.

Part D: Include tract numbers, if available.

- Part E: Enter the mile post marker number at the project site location.
- Part F: Indicate whether the construction site is part of a larger common plan of development or sale. For example, if the construction activity is occurring on a two-acre site which is within a development that is one acre or greater, answer yes.
- Part G: Enter the name of the development (e.g. "Quail Ridge Subdivision", "Orange Valley Estates", etc.).
- Part H: Indicate when construction will begin (month, day, year). When a NOI is being submitted due to a change in ownership, the commencement date should be the date the new ownership took effect.
- Part I: Indicate the percentage of the total project area to be mass graded.
- Part J: Enter the estimated completion dates for the mass grading activities and for the project completion.
- Part K: Indicate the type(s) of construction taking place. For example, "Transportation" should be checked for the construction of roads; "Utility" should be checked for installation of sewer, electric, or telephone systems. Include a description of the major construction activities, (e.g., 20 single family homes, a supermarket, an office building, a factory, etc.)

#### SECTION V--BILLING ADDRESS

To continue coverage under the General Permit, the annual fee must be paid. Indicate where the annual fee invoice should be mailed by checking one of the following boxes:

Owner: sent to the owners address as it appears in Section II.

Developer/Contractor: sent to the developer's address as it appears in Section III.

Other: sent to a different address and enter that address in the spaces provided.

#### SECTION VI--REGULATORY STATUS

Indicate whether or not the site is subject to local erosion/sediment control ordinances. Indicate whether the erosion/sediment control plan designed to comply with the ordinance addresses the construction of infrastructure and structures in addition to grading. Identify the name and telephone number of the local agency, if applicable.

## SECTION VII--RECEIVING WATER INFORMATION

Part A: Indicate whether the storm water runoff from the construction site discharges indirectly to waters of the United States, directly to waters of the United States, or to a separate storm drain system.

Indirect discharges include discharges that may flow overland across adjacent properties or rights-of-way prior to discharging into waters of the United States.

Enter the name of the owner/operator of the relevant storm drain system, if applicable. Storm water discharges directly to waters of the United States will typically have an outfall structure directly from the facility to a river, lake, creek, stream, bay, ocean, etc. Discharges to separate storm sewer systems are those that discharge to a collection system operated by municipalities, flood control districts, utilities, or similar entities.

Part B: Enter the name of the receiving water. Regardless of point of discharge, the owner must determine the receiving water for the construction site's storm water discharge. Enter the name of the receiving water.

## SECTION VIII--IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

Part A: Indicate the status of the SWPPP, date prepared, or availability for review. Also indicate if a tentative construction schedule has been included in the SWPPP (the inclusion of a construction activity schedule is a mandatory SWPPP requirement).

Part B: Provide information concerning the status of the development of a monitoring program, a component of the SWPPP which outlines an inspection and maintenance schedule for the proposed Best Management Practices (BMPs). Provide name and phone number of program preparer.

Part C: Provide the name and phone numbers of the responsible party or parties designated to insure compliance with all elements of the General Permit and SWPPP.

## SECTION IX--VICINITY MAP AND FEE

Provide a "to scale" or "to approximate scale" drawing of the construction site and the immediate surrounding area. Whenever possible, limit the map to an 8.5" x 11" or 11" x 17" sheet of paper. At a minimum, the map must show the site perimeter, the geographic features surrounding the site, and general topography, and a north arrow. The map must also include the location of the construction project in relation to named streets, roads, intersections, or landmarks. A NOI containing a map which does not clearly indicate the location of the construction project will be rejected. Do not submit blueprints unless they meet the above referenced size limits.

## SECTION X--CERTIFICATIONS

This section must be completed by the owner or signatory agent of the construction site\*. The certification provides assurances that the NOI and vicinity map were completed in an accurate and complete fashion and with the knowledge that penalties exist for providing false information. Certification also requires the owner to comply with the provisions in the General Permit.

\* For a corporation: a responsible corporate officer (or authorized individual). For a partnership or sole proprietorship: a general partner or the proprietor, respectively. For a municipality, State, Federal, or other public agency: either a principal executive officer, ranking elected official, or duly authorized representative.



State Water Resources Control Board  
**NOTICE OF INTENT**  
TO COMPLY WITH THE TERMS OF THE  
GENERAL PERMIT TO DISCHARGE STORM WATER  
ASSOCIATED WITH CONSTRUCTION ACTIVITY (WQ ORDER No. 99-08-DWQ)

Attachment 2



**I. NOI STATUS (SEE INSTRUCTIONS)**

MARK ONLY ONE ITEM    1. ☐ New Construction    2. ☐ Change of Information for WDID#

**II. PROPERTY OWNER**

Name	Contact Person		
Mailing Address	Title		
City	State	Zip	Phone
Owner Type (check one) 1. <input type="checkbox"/> Private Individual    2. <input type="checkbox"/> Business    3. <input type="checkbox"/> Municipal    4. <input type="checkbox"/> State    5. <input type="checkbox"/> Federal    6. <input type="checkbox"/> Other			

**III. DEVELOPER/CONTRACTOR INFORMATION**

Developer/Contractor	Contact Person		
Mailing Address	Title		
City	State	Zip	Phone

**IV. CONSTRUCTION PROJECT INFORMATION**

Site/Project Name		Site Contact Person	
Physical Address/Location		Latitude _____°	Longitude _____°
City (or nearest City)		Zip	County
		Site Phone Number	Emergency Phone Number
A. Total size of construction site area: _____ Acres	C. Percent of site imperviousness (including rooftops): Before Construction: _____% After Construction: _____%		D. Tract Number(s): _____
B. Total area to be disturbed: _____ Acres (% of total _____)			E. Mile Post Marker: _____
F. Is the construction site part of a larger common plan of development or sale? <input type="checkbox"/> YES <input type="checkbox"/> NO		G. Name of plan or development:	
H. Construction commencement date: ____/____/____		J. Projected construction dates: Complete grading: ____/____/____    Complete project: ____/____/____	
I. % of site to be mass graded: _____			
K. Type of Construction (Check all that apply): 1. <input type="checkbox"/> Residential    2. <input type="checkbox"/> Commercial    3. <input type="checkbox"/> Industrial    4. <input type="checkbox"/> Reconstruction    5. <input type="checkbox"/> Transportation 6. <input type="checkbox"/> Utility    Description: _____    7. <input type="checkbox"/> Other (Please List): _____			

**V. BILLING INFORMATION**

SEND BILL TO: <input type="checkbox"/> OWNER (as in II. above)	Name	Contact Person
<input type="checkbox"/> DEVELOPER (as in III. above)	Mailing Address	Phone/Fax
<input type="checkbox"/> OTHER (enter information at right)	City	State    Zip

## VI. REGULATORY STATUS

A. Has a local agency approved a required erosion/sediment control plan?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO
Does the erosion/sediment control plan address construction activities such as infrastructure and structures?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO
Name of local agency: _____	Phone: _____
B. Is this project or any part thereof, subject to conditions imposed under a CWA Section 404 permit of 401 Water Quality Certification?.....	
<input type="checkbox"/> YES <input type="checkbox"/> No	
If yes, provide details: _____	

## VII. RECEIVING WATER INFORMATION

A. Does the storm water runoff from the construction site discharge to (Check all that apply):	
1.	<input type="checkbox"/> Indirectly to waters of the U.S.
2.	<input type="checkbox"/> Storm drain system - Enter owner's name: _____
3.	<input type="checkbox"/> Directly to waters of U.S. (e.g. , river, lake, creek, stream, bay, ocean, etc.)
B. Name of receiving water: (river, lake, creek, stream, bay, ocean): _____	

## VIII. IMPLEMENTATION OF NPDES PERMIT REQUIREMENTS

A. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) (check one)	
<input type="checkbox"/>	A SWPPP has been prepared for this facility and is available for review: Date Prepared: ____/____/____ Date Amended: ____/____/____
<input type="checkbox"/>	A SWPPP will be prepared and ready for review by (enter date): ____/____/____
<input type="checkbox"/>	A tentative schedule has been included in the SWPPP for activities such as grading, street construction, home construction, etc.
B. MONITORING PROGRAM	
<input type="checkbox"/>	A monitoring and maintenance schedule has been developed that includes inspection of the construction BMPs before anticipated storm events and after actual storm events and is available for review.
If checked above: A qualified person has been assigned responsibility for pre-storm and post-storm BMP inspections to identify effectiveness and necessary repairs or design changes..... <input type="checkbox"/> YES <input type="checkbox"/> NO	
Name: _____ Phone: _____	
C. PERMIT COMPLIANCE RESPONSIBILITY	
A qualified person has been assigned responsibility to ensure full compliance with the Permit, and to implement all elements of the Storm Water Pollution Prevention Plan including:	
1. Preparing an annual compliance evaluation.....	<input type="checkbox"/> YES <input type="checkbox"/> NO
Name: _____ Phone: _____	
2. Eliminating all unauthorized discharges.....	<input type="checkbox"/> YES <input type="checkbox"/> NO

## IX. VICINITY MAP AND FEE (must show site location in relation to nearest named streets, intersections, etc.)

Have you included a vicinity map with this submittal? .....	<input type="checkbox"/> YES <input type="checkbox"/> NO
Have you included payment of the annual fee with this submittal?.....	<input type="checkbox"/> YES <input type="checkbox"/> NO

## X. CERTIFICATIONS

"I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. In addition, I certify that I have read the entire General Permit, including all attachments, and agree to comply with and be bound by all of the provisions, requirements, and prohibitions of the permit, including the development and implementation of a Storm Water Pollution Prevention Plan and a Monitoring Program Plan will be complied with."	
Printed Name: _____	
Signature: _____	Date: _____
Title: _____	

## 303d Listed Water Bodies for Sedimentation

REGION	WATER BODY NAME	CODE	POLLUTANT
1	MATTOLE RIVER	1100	Sedimentation/Siltation
1	TRINITY RIVER, SOUTH FORK	1100	Sedimentation/Siltation
1	REDWOOD CREEK	1100	Sedimentation/Siltation
1	MAD RIVER	1100	Sedimentation/Siltation
1	ELK RIVER	1100	Sedimentation/Siltation
1	EEL RIVER, SOUTH FORK	1100	Sedimentation/Siltation
1	EEL RIVER, NORTH FORK	1100	Sedimentation/Siltation
1	TRINITY RIVER	1100	Sedimentation/Siltation
1	EEL RIVER, MIDDLE FORK	1100	Sedimentation/Siltation
1	MAD RIVER	2500	Turbidity
1	TEN MILE RIVER	1100	Sedimentation/Siltation
1	NOYO RIVER	1100	Sedimentation/Siltation
1	BIG RIVER	1100	Sedimentation/Siltation
1	ALBION RIVER	1100	Sedimentation/Siltation
1	NAVARRO RIVER	1100	Sedimentation/Siltation
1	GARCIA RIVER	1100	Sedimentation/Siltation
1	GUALALA RIVER	1100	Sedimentation/Siltation
1	RUSSIAN RIVER	1100	Sedimentation/Siltation
1	TOMKI CREEK	1100	Sedimentation/Siltation
1	VAN DUZEN RIVER	1100	Sedimentation/Siltation
1	EEL RIVER DELTA	1100	Sedimentation/Siltation
1	EEL RIVER, MIDDLE MAIN FORK	1100	Sedimentation/Siltation
1	ESTERO AMERICANO	1100	Sedimentation/Siltation
1	NAVARRO RIVER DELTA	1100	Sedimentation/Siltation
1	EEL RIVER, UPPER MAIN FORK	1100	Sedimentation/Siltation
1	FRESHWATER CREEK	1100	Sedimentation/Siltation
1	SCOTT RIVER	1100	Sedimentation/Siltation
2	TOMALES BAY	1100	Sedimentation/Siltation
2	NAPA RIVER	1100	Sedimentation/Siltation
2	SONOMA CREEK	1100	Sedimentation/Siltation
2	PETALUMA RIVER	1100	Sedimentation/Siltation
2	LAGUNITAS CREEK	1100	Sedimentation/Siltation
2	WALKER CREEK	1100	Sedimentation/Siltation
2	SAN GREGORIO CREEK	1100	Sedimentation/Siltation



2	SAN FRANCISQUITO CREEK	1100	Sedimentation/Siltation
2	PESCADERO CREEK (REG 2)	1100	Sedimentation/Siltation
2	BUTANO CREEK	1100	Sedimentation/Siltation
3	MORRO BAY	1100	Sedimentation/Siltation
3	SAN LORENZO RIVER ESTUARY	1100	Sedimentation/Siltation
3	SHINGLE MILL CREEK	1100	Sedimentation/Siltation
3	MOSS LANDING HARBOR	1100	Sedimentation/Siltation
3	WATSONVILLE SLOUGH	1100	Sedimentation/Siltation
3	SAN LORENZO RIVER	1100	Sedimentation/Siltation
3	ELKHORN SLOUGH	1100	Sedimentation/Siltation
3	SALINAS RIVER LAGOON (NORTH)	1100	Sedimentation/Siltation
3	GOLETA SLOUGH/ESTUARY	1100	Sedimentation/Siltation
3	CARPINTERIA MARSH (EL ESTERO MARSH)	1100	Sedimentation/Siltation
3	LOMPICO CREEK	1100	Sedimentation/Siltation
3	MORO COJO SLOUGH	1100	Sedimentation/Siltation
3	VALENCIA CREEK	1100	Sedimentation/Siltation
3	PAJARO RIVER	1100	Sedimentation/Siltation
3	RIDER GULCH CREEK	1100	Sedimentation/Siltation
3	LLAGAS CREEK	1100	Sedimentation/Siltation
3	SAN BENITO RIVER	1100	Sedimentation/Siltation
3	SALINAS RIVER	1100	Sedimentation/Siltation
3	CHORRO CREEK	1100	Sedimentation/Siltation
3	LOS OSOS CREEK	1100	Sedimentation/Siltation
3	SANTA YNEZ RIVER	1100	Sedimentation/Siltation
3	SAN ANTONIO CREEK (SANTA BARBARA COUNTY)	1100	Sedimentation/Siltation
3	CARBONERA CREEK	1100	Sedimentation/Siltation
3	SOQUEL LAGOON	1100	Sedimentation/Siltation
3	APTOS CREEK	1100	Sedimentation/Siltation
4	MUGU LAGOON	1100	Sedimentation/Siltation
5	HUMBUG CREEK	1100	Sedimentation/Siltation
5	PANOCHÉ CREEK	1100	Sedimentation/Siltation
5	FALL RIVER (PIT)	1100	Sedimentation/Siltation
6	BEAR CREEK (R6)	1100	Sedimentation/Siltation
6	MILL CREEK (3)	1100	Sedimentation/Siltation
6	HORSESHOE LAKE (2)	1100	Sedimentation/Siltation
6	BRIDGEPORT RES	1100	Sedimentation/Siltation
6	TOPAZ LAKE	1100	Sedimentation/Siltation
6	LAKE TAHOE	1100	Sedimentation/Siltation



Linda S. Adams  
Secretary for  
Environmental Protection

# State Water Resources Control Board

## Division of Water Quality

1001 I Street • Sacramento, California 95814 • (916) 341-5537  
Mailing Address: P.O. Box 1977 • Sacramento, California • 95812-1977  
FAX (916) 341-5543 • Internet Address: <http://www.waterboards.ca.gov/stormwtr/index.html>



Arnold Schwarzenegger  
Governor

To: Storm Water Permit Holder

### RE: NOTICE OF TERMINATION OF COVERAGE UNDER THE GENERAL CONSTRUCTION STORM WATER PERMIT (GENERAL PERMIT)

In order for us to terminate your coverage under the General Permit, please complete and submit the enclosed Notice of Termination (NOT) your local Regional Water Quality Control Board (RWQCB). Refer to the last page of the NOT packet for RWQCB locations.

Submittal of a NOT does not guarantee termination and outstanding invoices are still valid. If your NOT is denied, you will be required to continue complying with the requirements of the General Permit and all outstanding invoice(s) are due. You will be notified of your NOT status by the RWQCB or State Water Resources Control Board. Approval of your Notice of Termination does not relieve you from paying any applicable outstanding invoices.

Should you have any questions regarding this matter, please contact your local RWQCB at the number listed on the back page of the NOT package, or the Storm Water Unit at (916) 341-5537.

Sincerely,

Storm Water Unit  
Division of Water Quality

Enclosure

SEND TO YOUR LOCAL RWQCB FOR APPROVAL

State of California  
State Water Resources Control Board

## NOTICE OF TERMINATION

OF COVERAGE UNDER THE NPDES GENERAL PERMIT NO. CAS000002  
FOR DISCHARGES OF STORM WATER  
ASSOCIATED WITH CONSTRUCTION ACTIVITY

Submission of this Notice of Termination constitutes notice that the owner (and his/her agent) of the site identified on this form is no longer authorized to discharge storm water associated with construction activity by NPDES General Permit No. CAS000002.

### I. WDID NO.

### II. OWNER

COMPANY NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_ TITLE \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

### III. CONSTRUCTION SITE INFORMATION

A. DEVELOPER NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_ TITLE \_\_\_\_\_  
CITY \_\_\_\_\_ CA \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

B. SITE ADDRESS \_\_\_\_\_ COUNTY \_\_\_\_\_  
CITY \_\_\_\_\_ CA \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

### IV. BASIS OF TERMINATION

\_\_\_\_\_ 1. The construction project is complete and the following conditions have been met.

- All elements of the Storm Water Pollution Prevention Plan have been completed.
- Construction materials and waste have been disposed of properly.
- The site is in compliance with all local storm water management requirements.
- A post-construction storm water operation and management plan is in place.

Date of project completion \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ 2. Construction activities have been suspended, either temporarily \_\_\_\_\_ or indefinitely \_\_\_\_\_ and the following conditions have been met.

- All elements of the Storm Water Pollution Prevention Plan have been completed.
- Construction materials and waste have been disposed of properly.
- All denuded areas and other areas of potential erosion are stabilized.
- An operation and maintenance plan for erosion and sediment control is in place.
- The site is in compliance with all local storm water management requirements.

SEND TO YOUR LOCAL RWQCB FOR APPROVAL

Date of suspension \_\_\_\_/\_\_\_\_/\_\_\_\_ Expected start up date \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_ 3. Site can not discharge storm water to waters of the United States (check one).

\_\_\_\_ All storm water is retained on site.

\_\_\_\_ All storm water is discharged to evaporation or percolation ponds offsite.

\_\_\_\_ 4. Discharge of storm water from the site is now subject to another NPDES general permit or an individual NPDES permit.

NPDES Permit No. \_\_\_\_\_ Date coverage began \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_ 5. There is a new owner of the identified site. Date of owner transfer \_\_\_\_/\_\_\_\_/\_\_\_\_

Was the new owner notified of the General Permit requirements? YES \_\_\_\_ NO \_\_\_\_

NEW OWNER INFORMATION

COMPANY NAME \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ TITLE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

V. EXPLANATION OF BASIS OF TERMINATION (Attach site photographs - see instructions).

VI. CERTIFICATION:

I certify under penalty of law that all storm water discharges associated with construction activity from the identified site that are authorized by NPDES General Permit No. CAS000002 have been eliminated or that I am no longer the owner of the site. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with construction activity under the general permit, and that discharging pollutants in storm water associated with construction activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this Notice of Termination does not release an owner from liability for any violations of the general permit or the Clean Water Act.

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

REGIONAL WATER BOARD USE ONLY

This Notice of Termination has been reviewed, and I recommend termination of coverage under the subject NPDES general permit.

Printed Name \_\_\_\_\_ Region No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

NOT effective date:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

State of California  
State Water Resources Control Board

**INSTRUCTIONS FOR COMPLETING  
NOTICE OF TERMINATION  
FOR CONSTRUCTION ACTIVITY**

Who May File

Dischargers who are presently covered under NPDES General Permit No. CAS000002 for discharge of storm water associated with construction activity may submit a Notice of Termination when they meet one of the following criteria.

1. The construction project has been completed and the following conditions have been met: all elements of the Stormwater Pollution Prevention Plan have been completed; construction materials and equipment maintenance waste have been disposed of properly; the site is in compliance with all local storm water management requirements including erosion/sediment control requirements and the appropriate use permits have been obtained; and a post-construction storm water operation and management plan is in place.
2. Construction activities have been suspended, either temporarily or indefinitely and the following conditions have been: all elements of the Stormwater Pollution Prevention Plan have been completed; construction materials and equipment maintenance waste have been disposed of properly; all denuded areas and other areas of potential erosion are stabilized; an operation and maintenance plan for erosion and sediment control is in place; and the site is in compliance with all local storm water management requirements including erosion/sediment control requirements.  
The date construction activities were suspended, and the expected date construction activities will start up again should be provided.
3. Construction site can not discharge storm water to waters of the United States. Please indicate if all storm water is retained on site or if storm water is collected offsite.
4. Discharge of construction storm water from the site is now subject to another NPDES general permit or an individual NPDES permit. The general permit or individual permit NPDES number and date coverage began should be provided.
5. There is a new owner of the identified site. If ownership or operation of the facility has been transferred then the previous owner must submit a Notice of Termination and the new owner must submit a Notice of Intent for coverage under the general permit. The date of transfer and information on the new owner should be provided. Note that the previous owner may be liable for discharge from the site until the new owner files a Notice of Intent for coverage under the general permit.

Where to File

Submit the Notice of Termination to the Executive Officer of the Regional Water Quality Control Board responsible for the area in which the facility is located. See attached. Submittal of a NOT does not guarantee termination and outstanding invoices are still valid. If the Executive Officer, or his designated staff, agrees with the basis of termination, the Notice of Termination will be transmitted to the State Water Board for processing at which time it will be determined if any outstanding invoices are still valid. Approval of your Notice of Termination does not relieve you from paying any applicable outstanding invoices. If the Executive Officer, or his designated staff, does not agree with the basis of termination, the Notice of Termination will be returned. The Regional Water Board may also inspect your site prior to accepting the basis of termination.

## LINE-BY-LINE INSTRUCTIONS

All necessary information must be provided on the form. Type or print in the appropriate areas only. Submit additional information, if necessary, on a separate sheet of paper.

### SECTION I--WDID NO.

The WDID No. is a number assigned to each discharger covered under the General Permit. If you do not know your WDID No., please call the State Water Board or Regional Water Board and request it prior to submittal of the Notice of Termination.

### SECTION II--OWNER

Enter the owner of the construction site's official or legal name (This should correspond with the name on the Notice of Intent submitted for the site), address of the owner, contact person, and contact person's title and telephone number.

### SECTION III--CONSTRUCTION SITE INFORMATION

In Part A, enter the name of the developer (or general contractor), address, contact person, and contact person's title and telephone number. The contact person should be the construction site manager completely familiar with the construction site and charged with compliance and oversight of the general permit. This information should correspond with information on the Notice of Intent submitted for the site.

In Part B, enter the address, county, and telephone number (if any) of the construction site. Construction sites that do not have a street address must attach a legal description of the site.

### SECTION IV--BASIS OF TERMINATION

Check the category which best defines the basis of your termination request. See the discussion of the criteria in the Who May File section of these instructions. Provide dates and other information requested. Use the space under Explanation of Basis of Termination heading.

### SECTION V--EXPLANATION OF BASIS OF TERMINATION

Please explain the basis or reasons why you believe your construction site is not required to comply with the General Permit. To support your explanation, provide a site map and photograph of your site.

### SECTION VI--CERTIFICATION

This section must be completed by the owner of the site.

The Notice of Termination must be signed by:

For a Corporation: a responsible corporate officer

For a Partnership or Sole Proprietorship: a general partner or the proprietor, respectively.

For a Municipality, State, or other Non-Federal Public Agency: either a principal executive officer or ranking elected official.

For a Federal Agency: either the chief or senior executive officer of the agency.

## CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARDS

**NORTH COAST REGION (1)**  
 5550 Skylane Blvd, Ste. A  
 Santa Rose, CA 95403  
 (707) 576-2220 FAX: (707) 523-0135  
<http://www.waterboards.ca.gov/northcoast/>

**SAN FRANCISCO BAY REGION (2)**  
 1515 Clay Street, Ste. 1400  
 Oakland, CA 94612  
 (510) 622-2300 FAX: (510) 622-2640  
<http://www.waterboards.ca.gov/sanfranciscobay/>

**CENTRAL COAST REGION (3)**  
 895 Aerovista Place, Ste 101  
 San Luis Obispo, CA 93401  
 (805) 549-3147 FAX: (805) 543-0397  
<http://www.waterboards.ca.gov/centralcoast/>

**LOS ANGELES REGION (4)**  
 320 W. 4<sup>th</sup> Street, Ste. 200  
 Los Angeles, CA 90013  
 (213) 576-6600 FAX: (213) 576-6640  
<http://www.waterboards.ca.gov/losangeles/>

**CENTRAL VALLEY REGION (5S)**  
 11020 Sun Center Dr., #200  
 Rancho Cordova, CA 95670-6114  
 (916) 464-3291 FAX: (916) 464-4645  
<http://www.waterboards.ca.gov/centralvalley/>

**FRESNO BRANCH OFFICE (5F)**  
 1685 E St.  
 Fresno, CA 93706  
 (559) 445-5116 FAX: (559) 445-5910  
<http://www.waterboards.ca.gov/centralvalley/>

**REDDING BRANCH OFFICE (5R)**  
 415 Knollcrest Drive, Ste. 100  
 Redding, CA 96002  
 (530) 224-4845 FAX: (530) 224-4857  
<http://www.waterboards.ca.gov/centralvalley/>

**LAHONTAN REGION (6 SLT)**  
 2501 Lake Tahoe Blvd.  
 South Lake Tahoe, CA 96150  
 (530) 542-5400 FAX: (530) 544-2271  
<http://www.waterboards.ca.gov/lahontan/>

**VICTORVILLE OFFICE (6V)**  
 14440 Civic Drive, Ste. 200  
 Victorville, CA 92392-2383  
 (760) 241-6583 FAX: (760) 241-7308  
<http://www.waterboards.ca.gov/lahontan/>

**COLORADO RIVER BASIN REGION (7)**  
 73-720 Fred Waring Dr., Ste. 100  
 Palm Desert, CA 92260  
 (760) 346-7491 FAX: (760) 341-6820  
<http://www.waterboards.ca.gov/coloradriver/>

**SANTA ANA REGION (8)**  
 3737 Main Street, Ste. 500  
 Riverside, CA 92501-3339  
 Phone (951) 782-4130 FAX: (951) 781-6288  
<http://www.waterboards.ca.gov/santaana/>

**SAN DIEGO REGION (9)**  
 9174 Sky Park Court, Ste. 100  
 San Diego, CA 92123-4340  
 (858) 467-2952 FAX: (858) 571-6972  
<http://www.waterboards.ca.gov/sandiego/>

**STATE OF CALIFORNIA**  
 Arnold Schwarzenegger, Governor

**CALIFORNIA ENVIRONMENTAL  
 PROTECTION AGENCY**  
 Linda S. Adams, Secretary

**STATE WATER RESOURCES  
 CONTROL BOARD**  
 Tam M. Ducuc Chair

